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INVESTIGATION OF UN-AMERICAN PROPAGANDA ACTIVITIES IN THE UNITED STATES

(Office of Price Administration)

HEARINGS

BEFORE THE

COMMITTEE ON UN-AMERICAN ACTIVITIES HOUSE OF REPRESENTATIVES

SEVENTY-NINTH CONGRESS

FIRST SESSION

ON

H. Res. 5

TO INVESTIGATE (1) THE EXTENT, CHARACTER, AND
OBJECTS OF UN-AMERICAN PROPAGANDA ACTIVITIES IN
THE UNITED STATES; (2) THE DIFFUSION WITHIN THE
UNITED STATES OF SUBVERSIVE AND UN-AMERICAN PROP-
AGANDA THAT IS INSTIGATED FROM FOREIGN COUNTRIES
OR OF A DOMESTIC ORIGIN AND ATTACKS THE PRINCIPLE
OF THE FORM OF GOVERNMENT AS GUARANTEED BY
OUR CONSTITUTION; AND (3) ALL OTHER QUESTIONS IN
RELATION THERETO THAT WOULD AID CONGRESS IN ANY
NECESSARY REMEDIAL LEGISLATION

JUNE 20, 21, 27, 1945, AT WASHINGTON, D. C.

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INVESTIGATION OF UN-AMERICAN PROPAGANDA ACTIVITIES IN THE UNITED STATES

WEDNESDAY, JUNE 20, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON UN-AMERICAN ACTIVITIES,
Washington, D. C.

The committee met at 10 a. m., Hon. Edward J. Hart (chairman) presiding. Mr. Ernie Adamson, committee counsel.

The CHAIRMAN. Gentlemen, are we ready to proceed?

Mr. ROBINSON. Mr. Chairman, I suggest that we go into executive session. I think we should discuss some matters before we proceed. I was hoping there would be more members of the committee here. I move that we go into executive session.

The CHAIRMAN. You move that we proceed in executive session. Is there a second?

Mr. MURDOCK. I second the motion.

Mr. THOMAS. On what question?

The CHAIRMAN. It is moved and seconded that the committee proceed in executive session.

Mr. THOMAS. Wait a minute. We can discuss the motion. What is the question?

Mr. ROBINSON. The question is whether we should continue the hearings this morning or not.

Mr. THOMAS. We have discussed that time after time. I don't see any reason why we should go into executive session, particularly in view of the fact that everything is all set to go ahead. I am opposed to it.

The CHAIRMAN. Is there any further discussion?

Mr. MURDOCK. Mr. Chairman, what is the legislation for today? Are you acquainted with it?

The CHAIRMAN. I understand that the OPA bill comes up today.

Mr. MURDOCK. Will our hearings this morning have any effect on that legislation?

The CHAIRMAN. That is a difficult question to answer.

Mr. ROBINSON. I think that is the very question we should discuss and decide. I think it is unfortunate that we should be starting hearings today and take the organization away from that matter.

Mr. THOMAS. We were scheduled to start hearings a week ago, on the 13th.

Mr. ROBINSON. But this bill was not scheduled to come up then.

The CHAIRMAN. Is there any further discussion on the motion?

Mr. THOMAS. Well, if you want to whitewash the whole thing, that is up to you.

The CHAIRMAN. All those in favor of the motion will say "Aye"; those opposed, "No."

(The motion was put and carried.)

The motion is carried. The committee will proceed in executive session.

(Whereupon, at 10:05 a. m., the committee went into executive session. At 10:15 a. m. the committee resumed the hearing in open session.)

The CHAIRMAN. The committee will be in order. You may proceed, Mr. Adamson.

Mr. ADAMSON. Mr. Chairman and members of the committee, at this hearing I wish to raise before the committee some evidence in connection with numerous complaints we have received against the script radio broadcast of the New York region of the OPA. We are informed that these scripts are prepared by a man named Tex Weiner.

Mr. Chairman, I understand that Mr. Bowles wishes to get away to another committee meeting, and, therefore, I want to put him on first and let him go.

The CHAIRMAN. Very well.

(Whereupon the witness was duly sworn by the chairman.)

TESTIMONY OF CHESTER BOWLES, ADMINISTRATOR, OFFICE OF PRICE ADMINISTRATION

Mr. ADAMSON. Mr. Bowles, will you give your full name and official title for the record?

Mr. BOWLES. Mr. Chester Bowles, Price Administrator, Office of Price Administration.

Mr. ADAMSON. And can you tell us briefly the organization with regard to your office and the regional office in New York? As I understand it, the country is divided into regions.

Mr. BOWLES. That is right.

Mr. ADAMSON. Can you tell us what supervision and control your office here in Washington exercises over the regional office in New York?

Mr. BOWLES. We have nine regional offices, of which New York is one, and under those regional offices are the various district offices. There are 93 of those. We appoint here in Washington the nine regional administrators. The regional administrator then appoints his own staff and the district directors under him. The district directors then appoint their own staff.

The supervision from this Office—first of all, we have delegated as much as we can—we have gone a long way in the last 2 years in delegation. An indication of that is that we have about 800 fewer people in our Washington Office today than we had 2 years ago, when the Office of Price Administration was organized.

The regional heads are responsible for operations in their region. The policies are set down in Washington and then handed on down to the regional staffs, the district directors, to carry out, and we naturally keep a general lookout to see that they are carried out, and in general I feel that they are carried out well.

Mr. ADAMSON. Do you have the final authority to employ and also to discharge employees, even in the regional offices?

Mr. BOWLES. No; that is up to the regional administrator. We appoint the regional administrator and he appoints his own staff. On major personnel he will check that personnel with us. If there is any case, however, on which we may disagree, it is entirely up to him

to appoint his own staff. I believe that when a man is put in charge of a region or department or district he should have full authority over his own operations and his own personnel.

Mr. ADAMSON. Briefly stated then, you don't feel that you have authority to step in and either employ or discharge a particular man in a region office or staff of that regional director?

Mr. BOWLES. Naturally, that is true; no. But naturally, if we have felt anything was going wrong or was being handled badly, we would call it to the attention of the regional administrator and hold him responsible for making it right. I would like to add that I am very confident of the regional administrator for New York.

Mr. ADAMSON. Have you a man here, an assistant in your Office this morning, who will stay in the hearing in case we need him?

Mr. BOWLES. Yes, Mr. Potter, who is assistant to me.

Mr. ADAMSON. What is his full name?

Mr. BOWLES. Zenas L. Potter.

Mr. ADAMSON. What is his official title?

Mr. BOWLES. He is head of our congressional relations group, which works with Congress on many problems. He represents pretty well the whole operation of OPA in that job.

Mr. ADAMSON. May I ask you if you are acquainted with the man involved here in this matter more directly, that is, Tex Weiner?

Mr. BOWLES. No; I haven't met him. I don't know him.

Mr. RANKIN. What is the answer?

Mr. BOWLES. I don't know him.

Mr. ADAMSON. Do you know of your own knowledge whether he was ever employed by your firm, Benton & Bowles?

Mr. BOWLES. I never heard of it. I am quite certain he was not—or it is possible he might have been. As a matter of fact, that will be easy to check up. I never heard of him until I heard of him here.

Mr. ADAMSON. You have a large number of employees?

Mr. BOWLES. Yes, sir.

Mr. ADAMSON. And you don't know each one of them personally?

Mr. BOWLES. No; I do not. If he had any major position there while I was there—I haven't been there for 4 years—I wouldn't know about it.

Mr. ADAMSON. You don't think he had a major position, Mr. Bowles?

Mr. BOWLES. I never heard his name until I heard it in connection with this case.

Mr. THOMAS. Let's get that cleared up. Does counsel want the record to show that he was employed?

Mr. ADAMSON. We will show later on that he used to work for Benton & Bowles, but since Mr. Bowles doesn't know him, doesn't know anything about him, I don't know what I could ask him about him.

Mr. RANKIN. What business is this firm of Benton & Bowles in?

Mr. BOWLES. Advertising, marketing advertising.

Mr. RANKIN. Where are they located?

Mr. BOWLES. In New York.

Mr. ADAMSON. You also have an office in California, haven't you, Mr. Bowles?

Mr. BOWLES. I believe they have. I am not sure. They used to. I haven't been there in 4 years. I am completely out of touch with it.

Mr. ADAMSON. That is in Hollywood, I believe?

Mr. BOWLES. Used to have one there.

Mr. ADAMSON. If I told you that I checked the advertising directory yesterday and it showed that you had an office in Hollywood at least the first of this year, you would say that was correct, wouldn't you?

Mr. BOWLES. I assume they still have one there, and it certainly would be correct.

Mr. ADAMSON. And if I told you that the directory also showed you as vice chairman of the board of this advertising agency, would that be correct?

Mr. BOWLES. That is correct. I have since asked them to take my name off.

Mr. ADAMSON. How recently did that happen?

Mr. BOWLES. Within the last week or so. I don't think I have been in there twice since I have been working for the Government the last 4 years.

Mr. ADAMSON. I am not questioning that fact, Mr. Bowles. I merely want to clear up the things that appear of record. You are known in the advertising agencies, and you say that up until last week your name did appear as vice chairman of the board of this advertising agency. That is quite a large advertising agency, isn't it, Mr. Bowles?

Mr. BOWLES. It is.

Mr. ADAMSON. They have done pretty well, haven't they, in business?

Mr. BOWLES. They have done better since I left. [Laughter.]

Mr. RANKIN. Are you still connected with it, Mr. Bowles?

Mr. ADAMSON. He says he quit last week.

Mr. BOWLES. I have had no operating connection with it for the last several years.

Mr. RANKIN. With the firm of Benton & Bowles?

Mr. BOWLES. I have had no operating connection with it.

Mr. RANKIN. You are out of the firm now?

Mr. BOWLES. I am busy selling my stock and getting out of it just as fast as I can.

Mr. ADAMSON. And effective last week you notified them to take your name off of the register?

Mr. BOWLES. Yes, sir.

Mr. ADAMSON. Are you acquainted with the advertising firm of J. Walton Thompson?

Mr. BOWLES. A very fine firm.

Mr. ADAMSON. And I suppose you know they represent Standard Brands? Is that correct?

Mr. BOWLES. Yes.

Mr. ADAMSON. What contract or contracts, do you know, do Benton & Bowles hold with Standard Brands?

Mr. BOWLES. I don't know of any.

Mr. ADAMSON. If you don't know, just say so.

Mr. BOWLES. I don't know of any. I don't think they do. I don't know of any.

Mr. ADAMSON. But you have not had close contact with the business recently?

Mr. BOWLES. Not for 4 years. To be more exact, December 1941, right after Pearl Harbor, when I went to work as a volunteer for the Government.

Mr. RANKIN. What is Standard Brands?

Mr. BOWLES. They make various food products, Fleischmann's yeast and several other products, Chase & Sanborn's coffee. I don't know all the others.

Mr. ADAMSON. In conclusion, Mr. Bowles, I would like to say to you that your office has been very cooperative in Washington and has permitted our investigators to see the files, and they have told them, I think, all the facts they knew. Unless the members of the committee have further questions, that is all I have.

Mr. MUNDT. I would like to ask a question, Mr. Chairman. You stated that your office had no authority to remove some employee from a regional office? That is the fact, is it?

Mr. BOWLES. Yes. What I said, Mr. Congressman, when I came in here—I formerly worked in charge of the district office, the State office. I started out as a volunteer and volunteered my services. I tried to get into the Navy and they would not accept me, so I went into this as a war job, and I was impressed when I was out there with the fact that lots of times responsibility lay with the district office and the regional office, but the responsibility or the authority for every move made was right in Washington, and when I came down here I felt that to go with that responsibility should be considerable more authority, particularly over their personnel. I don't think you can ask a man to run an office and then appoint all of his staff for him. I think the staff ought to feel responsibility to the head of the office. That is just good businesslike procedure, and we have done that. Obviously, if an office were badly managed, handled badly, or it was evident that authority over people was misused, we naturally step in. That would be our obligation to correct that.

Mr. MUNDT. But in theory you may step in and remove the regional administrator?

Mr. BOWLES. That is right. I think that is the way a business should operate.

Mr. MOTT. I agree with you. Just one other question. You stated you did not think that your firm had any advertising contracts with Standard Brands. You would not have any reason to know whether they had a contract or not in the past 4 years, would you?

Mr. BOWLES. I would almost say 99.9 percent, I know they have not, but there is a gentleman here from Standard Brands who I think could answer that. I am very sure they have not.

Mr. RANKIN. Mr. Bowles, you have had no desire to retain on the Federal pay roll anyone who was subversive or engaged in subversive activities, have you?

Mr. BOWLES. Of course not, under no circumstances.

Mr. RANKIN. And if you found such person on the pay roll, if the testimony before this committee revealed that there was such a person on the pay roll of your organization, you would see that they were removed?

Mr. BOWLES. I am sure that Mr. Wooley, regional administrator in New York would be the first to say that.

Mr. RANKIN. If he did not, you would be the first to do it?

Mr. BOWLES. Yes, sir.

Mr. ADAMSON. After Mr. Wooley has had time and opportunity to dig deeper into this matter?

Mr. BOWLES. I know very little about it. As you might guess, I have been a little busy for the past 2 weeks.

Mr. ADAMSON. Yes. I am not condemning you for not knowing. I just asked you if you had—

Mr. BOWLES (interposing). I would just like to add, though, that I have full confidence in the people that do know.

Mr. ADAMSON. And if Mr. Wooley thinks that this man is all right and is conducting himself properly up there, it is your disposition to support Mr. Wooley's decision, not overrule him?

Mr. BOWLES. It would be; yes.

Mr. ADAMSON. Regardless of what contentions were made here concerning him?

Mr. BOWLES. I think both Mr. Wooley and I would both take that very deeply into consideration, naturally, and any facts that were produced to the contrary, we would act on them.

Mr. ADAMSON. That is all, Mr. Chairman.

The CHAIRMAN. Are there any further questions?

Mr. RANKIN. But if you found that your confidence had been betrayed, you would step in and act?

Mr. BOWLES. Certainly.

Mr. THOMAS. Mr. Bowles, has this matter been called to your attention in the last 2 weeks by Mr. Wooley?

Mr. BOWLES. Not by Mr. Wooley. I talked very briefly to Mr. Wooley in Baltimore the other night and asked him a little bit about it. I think I have heard about it in just the last 2 or 3 weeks. I heard about it first through a member of our own radio group here in Washington about 3 weeks ago, I would say. But I have not looked into it.

Mr. THOMAS. That member of the radio group, did he or she advise that this man Weiner be discharged from OPA?

Mr. BOWLES. Did she?

Mr. THOMAS. Yes.

Mr. BOWLES. No, very definitely not.

Mr. THOMAS. Did she tell you that the broadcasts were absolutely all right, that there was no Communist program in it?

Mr. BOWLES. She said she had gone over them in some detail, although it is not our real job in Washington to correct or change, what we do is check facts down here, and we want to be certain that the facts are right, as to factual information, for instance, on food production or textiles, or clothing, where we have the facts or can get them readily available through some other group. Now, the actual writing of the program and all that is in the hands of the regional office and up to them.

Mr. THOMAS. What is this woman's name?

Mr. BOWLES. Miss Eloise Daubenspeck.

Mr. MURDOCK. Mr. Bowles, how many have you on your staff throughout the entire country occupying a position similar to this Max Weiner—or Tex Weiner?

Mr. BOWLES. I think—well, I haven't got the figures here, but I think that our total information staff, including stenographic help is, roughly, about 350 or 400 people. And that is scattered all over the

United States. Their job is to keep people informed on regulations and keep the public informed on point changes, notify businesses and see that they are kept in touch. It is highly important work. I have a great feeling that one of the poorest things this Government does, really, is in getting the facts out on some of the work that they do. I think if the average businessman knows what is expected of him, or if the public knows what the rules are, they will follow them. It is when they don't understand them, don't understand the reason for them, that they are inclined sometimes not to go along, and I feel that the better that work of keeping them informed is done, the less problem you have on complaints, the more people go along with you and help you and back you up and support you.

Mr. MURDOCK. I agree with you thoroughly that we need more accurate information, especially about these very difficult problems that involve so many millions of us.

Mr. BOWLES. The newspapers and radios both—I don't want to magnify the job, but they have to get that factual information from us, and that is what we have to provide.

Mr. RANKIN. Don't you think it is bad practice to have someone on your pay roll representing, you might say, the Federal Government, to be broadcasting on the pay roll of someone else, some private enterprise? Don't you think that ought to be separated and people ought to be given factual information without having the cost paid as an advertisement of some private enterprise?

Mr. BOWLES. If it were colored, Mr. Rankin, I certainly would think that, and I know that Standard Brands is one of the respected companies of the country, and I am sure they would not attempt to color it. You can go into that, but I am very positive in my own feeling both as to their integrity and point of view, and we have such a big job to do, that whenever we can get any help, we are glad to get it. Lots of people have come forward and offered to help us in any possible way to get the facts out.

Mr. RANKIN. One of the great problems before Congress is protecting the American people from abuses over the radio.

Mr. BOWLES. That is right.

Mr. RANKIN. It is at the point now where anyone can invade the average home and advertise anything from intoxicating liquors up and down, and the average Christian home has no way of protecting itself. Now, from my viewpoint, these broadcasts dealing out governmental information should be entirely separated, at least from private enterprise.

Mr. MUNDT. Mr. Bowles, how generally do you follow the practice of using information people who are serving two masters, that is, the Federal Government master No. 1, and some private enterprise master No. 2? It seems to me that is a difficult policy.

Mr. BOWLES. I would not think that that happens. They are working for us and for the Federal Government, and the only thing there at the time was—I don't know the details of it—Mr. Wooley and the representatives of Standard Brands can tell you about it, but they simply furnished the time; and I am very sure, knowing the company as I do, that there would be no interference in what was said.

Mr. MUNDT. I am not advised that there was any interference, but I am inclined to be critical of the policy as a rather loose one, to use such information 100 percent. Those are tremendously impor-

tant jobs. They speak for the Government. They speak Holy Writ to a lot of people, and if they are contaminating the airways with propaganda of a subversive nature, that is a fearful situation.

Mr. BOWLES. I agree with you.

Mr. MUNDT. Even aside from that, because they are pontificating with the power of the Federal Government behind them, if they are on somebody else's pay roll, using somebody else's radio time, it seems to me there is tremendous danger of flashing the news to commercialize somebody's product or for some other reason. I think that—and you think so because you are doing that—you have got to be pure as Caesar's wife if you have got this job. You can't even be suspect of making any commercial profits out of it.

Mr. BOWLES. That is right.

Mr. MUNDT. And I just wish you would get informers and pay them sufficiently so they don't have to chisel around on somebody else's radio time or hold a hand behind their backs and get part of their salary from somebody else.

Mr. BOWLES. I don't think there is any question of that. Their whole salary comes from the Government, and they are clearly for the Government.

Mr. MUNDT. They are using radio time that somebody else pays for.

Mr. BOWLES. That is right, but I think you will find that Standard Brands—and Mr. Wooley can tell you more about it—is completely divorced from it.

Mr. MUNDT. They just donate the time?

Mr. BOWLES. Entirely.

The CHAIRMAN. The broadcaster receives no salary or pay of any kind from the sponsors when he is employed broadcasting for OPA?

Mr. BOWLES. Oh, no.

Mr. ADAMSON. Mr. Bowles, would you mind if I refreshed your recollection on one point? I think it ought to be cleared up. I believe you said that you had never heard of this fellow Weiner until recently. Is it true that on November 23, 1944, Mr. Elmer Davis, head of the Office of War Information, wrote you a personal letter complaining about the activities of Mr. Weiner, and on December 4 you replied to Mr. Davis and said:

When I received your letter of November 23 regarding the broadcast of the radio script *Soldiers with Coupons*, by OPA in New York, I immediately asked for an investigation of the matter.

We have been in touch with Mr. Weiner and have told him that, regardless of the reasons, never again is he to allow the broadcast of a script with OWI clearance.

So you probably did hear about this gentlemen's activities before.

Mr. BOWLES. I undoubtedly did. I don't remember the latter. I would not investigate myself, naturally, but would have somebody else do it. So far as Mr. Weiner's name is concerned, it was a fresh name to me when I heard it a few weeks ago.

Mr. ADAMSON. Is one of your assistants named Jack O'Brien?

Mr. BOWLES. Yes, he is one of the information people.

Mr. ADAMSON. And on December 2, 1944, I suppose that at your direction, Mr. O'Brien wrote a memorandum to Mr. James Rogers, Deputy Administrator. Who is Mr. James Rogers?

Mr. BOWLES. He is Deputy Administrator of OPA. He has been there since I have been there. He used to be with OWI, formerly Deputy Administrator of OWI.

Mr. ADAMSON. And he would be directly under you?

Mr. BOWLES. That is right, one of my two principal assistants, Jim Brownlee and Jim Rogers. On this point the memorandum says:

The point was stressed that if Mr. Weiner had any more trouble with OWI over his radio scripts, it would be necessary for us to ask for his resignation. Both Mr. Weiner and Mr. Mencher promised there would be no further trouble.

These were taken from your files through the courtesy of your Office. And I would like, Mr. Chairman, to offer them as exhibits here, so that the whole matter may be together.

The CHAIRMAN. They may be received.

Mr. ADAMSON. There are four of them. How do you want them marked, Mr. Chairman; shall we mark them 1, 2, 3?

The CHAIRMAN. I think that would be the best way.

Mr. ADAMSON. I will ask to have the letter of November 23, 1944, marked exhibit 1. Mr. Bowles referred to Mr. Davis' letter dated December 4, 1944, No. 2; the memorandum of December 2, 1944, from Jack O'Brien to James Rogers marked No. 3; and the letter from Mr. Tex Weiner, dated December 1, 1944, marked No. 4.

(The letters referred to were marked exhibits 1 to 4, inclusive, as indicated.)

EXHIBIT 1

OFFICE OF WAR INFORMATION,
OFFICE OF THE DIRECTOR,
Washington 25, D. C., November 23, 1944.

CHESTER BOWLES,
Administrator, Office of Price Administration,
Washington, D. C.

DEAR MR. BOWLES: At 9:45 p. m. on Wednesday, November 22, over radio station WNEW, New York, the New York office of the Office of Price Administration broadcast a radio script entitled "Soldiers With Coupons" without obtaining the required clearance from our Radio Bureau.

As you know, this constitutes a direct violation of Presidential Executive Order No. 9182, section 4, subsection (d), which states that the Director of the Office of War Information shall "review, clear, and approve all proposed radio and motion picture programs sponsored by Federal departments and agencies * * *."

In the present instance, the violation was knowing and deliberate. Mr. Tex Weiner, writer of the script and radio-program director for the regional office of OPA in New York has been repeatedly advised by the clearance officer of our Radio Bureau that unless his scripts (for Wednesday broadcast) reached the clearance section in good time, clearance might be physically impossible. For the past 4 weeks, however, the scripts have not arrived in Washington until the actual day of broadcast in New York. On the day in question, November 22, when the script had not arrived by 4 p. m., Mr. Weiner was notified that since it was not in our hands clearance could obviously not be given, and that the program consequently could not be broadcast.

Mr. Weiner apparently refused to acquiesce in this ruling, and broadcast the uncleared program at 9:45 p. m.; the script ultimately reached Washington at 10:30 a. m., Thursday morning.

I should be obliged if you would take up this matter with the members of your New York staff concerned in the strongest possible terms, pointing out the direct violation of the President's Executive order, and perhaps mentioning that this is the first time the order has been deliberately violated by any Government agency.

Since the integrity of the entire Government clearance operation involving over 40 agencies is at stake here, may I hear from you at your earliest convenience what action has been taken?

Very truly,

ELMER DAVIS, *Director.*

EXHIBIT 2

DECEMBER 4, 1944.

The Honorable ELMER DAVIS,

Director, Office of War Information, Washington, D. C.

DEAR MR. DAVIS: When I received your letter of November 23, regarding the broadcast of the radio script *Soldiers With Coupons*, by OPA in New York, I immediately asked for an investigation of the matter.

We have been in touch with Mr. Weiner and have told him that—regardless of the reasons—never again is he to allow the broadcast of a script without OWI clearance.

Upon explanation, Mr. Weiner, recognizes his mistake. I have a letter before me from him asking me to assure your office that “nothing of this sort will ever happen again.”

Rest assured that our intention is to see that OPA cooperates with OWI to the fullest extent. Each one of our regions and districts knows of that point of view and I feel sure there will be no more slips.

Sincerely,

CHESTER BOWLES,
Administrator.

EXHIBIT 3

DECEMBER 2, 1944.

Memorandum.

To: Mr. James Rogers, Deputy Administrator.

From: Jack O'Brien, Director, Field Division, Department of Information.

As a follow-up of my telephone conversation with Mr. Tex Weiner because of his difficulties with OWI on clearance of the radio script *Soldiers With Coupons*, I had a meeting in the New York regional office with Regional Information Executive Mencher and Mr. Weiner. The point was stressed that if Mr. Weiner had any more trouble with OWI over his radio scripts, it would be necessary for us to ask for his resignation. Both Mr. Weiner and Mr. Mencher promised there would be no further trouble. A letter from Mr. Weiner to me about the incident is attached.

I trust this handling of the case will be satisfactory. Let me know if there is anything further you wish done.

EXHIBIT 4

OFFICE OF PRICE ADMINISTRATION,
New York 1, N. Y., December 1, 1944.

Mr. JACK O'BRIEN,

*Chief of Field Operations, Department of Information,
Office of Price Administration, Washington 25, D. C.*

DEAR MR. O'BRIEN: Following your verbal request for an explanation of my broadcasting the radio show *Soldiers With Coupons*, November 22, without OWI clearance, I should like to make the following statement.

After you explained the implications of my action, I see that I acted ill-advisedly. However, I want you to know that it was because of the very best intentions, and if my action will do anything to jeopardize the very friendly and cooperative relationships this agency has with OWI, I am very sorry.

As I told you, OWI has been most cooperative and helpful with us in our radio work in the New York region. Because of that very splendid relationship I acted as I did, assuming that the responsibility of putting on the show was placed on my shoulders and that I should be personally responsible for any incorrect policy statements that might be made. I did not understand a definite instruction not to go on with the show. OWI could have told the radio station the show had been cleared. There would be no possibility of broadcasting.

However, whatever the reasons for my action, I had no thought of acting without proper clearance. Please advise the Washington OWI people that nothing of this sort will happen again. I am going to get my scripts to OWI in advance of showing so that ample time will be available for clearances.

Let me again stress the fact that OWI has been most cooperative and helpful to me in our regional radio work. I intend to maintain that friendly working relationship at all costs.

Very truly yours,

TEX WEINER,
Regional Radio Director.

MR. THOMAS. Mr. Bowles, who is Mr. Mencher?

MR. BOWLES. Mr. Mencher is the regional information executive in New York, working for Mr. Wooley.

MR. ADAMSON. Do you recall at this time whether or not Mr. Weiner has come to your attention in any other matters or controversy of this character? Is that the only one you know of?

MR. BOWLES. The first time I could tell you that I recollect hearing his name was 3 or 4 weeks ago. The letter from Elmer Davis I remember vaguely as you read it. That is a big organization, and an awful lot of letters come in over a period of 6 months.

MR. ADAMSON. And you do not clearly recall that incident?

MR. BOWLES. No; I do not. I remember it now that you read the letter, that I did write it, and Mr. Potter, I think, could probably give you full details of just what the letter was about and what happened about it.

MR. ADAMSON. Did you know that your assistant had condemned some of Mr. Weiner's scripts very severely?

MR. BOWLES. I heard that they criticized some of them. I didn't think from what they told me that it was particularly serious, but they thought some of it was.

MR. ADAMSON. Would you like to hear one of them as a sample before you go?

MR. BOWLES. I would be delighted to. I never have.

MR. ADAMSON. Do you have a radio director in each region of the United States, or just in New York?

MR. BOWLES. We have a small staff in each regional office. They have a dual job. They have the job of supervising information throughout the whole region. I don't know whether each one has a radioman particularly or not. Maybe some of the others would know. I just don't know what their staff consists of. I assume they probably do have someone there on the radio.

MR. ADAMSON. Do you know whether or not a dramatic program is permitted by the OPA in any region except New York?

MR. BOWLES. Well, I don't think the question has come up. I don't think there is any objection to it basically, but I don't know of any others. There may be. I am pretty sure there are, as a matter of fact.

MR. ADAMSON. The New York region is the only region where the OPA puts out a dramatic program.

MR. BOWLES. It is? Well, I didn't know that. That is not a matter of policy.

MR. ADAMSON. Before you go, I would like to get your opinion on a sample memorandum—which, by the way, is a photostat from your files with the cooperation of your Office; the gentleman's name here is apparently Sam Braunt. He says:

Again, the whole tone of the script is bad, negative, ugly. Moreover, it doesn't prove anything except perhaps that OPA is a gestapo organization. Why can't they get really constructive, educational stories, into these scripts, and a tone that builds good will for OPA, instead of just this negative approach? To take the same tone as the scripts, if this depends on my OK, "it ain't got it no-how."

Now, could you give us your personal opinion as to the tone of a program that has been criticized in that way by your Office?

MR. BOWLES. Well, I didn't know it had. I think you have got to go into it a little more carefully than one memorandum.

Mr. ADAMSON. We have got a lot of them, but I don't want to detain you here, but could you give us—

Mr. BOWLES (interposing). I think I would take Mr. Wooley's judgment on a thing of that kind. I think his judgment is pretty good, and I think he carries a big responsibility, both now and then, and I think he can probably answer that.

Mr. ADAMSON. Did you know that Mr. Weiner frequently ignored the editorial changes made by your staff in his script?

Mr. BOWLES. I hear that there are comments made. Those are not basically changes, as I understand.

Mr. ADAMSON. Well, he ignores the comments of your editorial staff.

Mr. BOWLES. We have no evidence to that effect, Mr. Adamson.

Mr. ADAMSON. I just wanted to know if you are familiar with that. If not, all right.

Mr. BOWLES. No; I am not.

Mr. ADAMSON. We will show that.

The CHAIRMAN. That will be all right, after it is shown.

Mr. ADAMSON. That is all I have of Mr. Bowles.

Mr. RANKIN. Mr. Bowles, don't you think that a Government agency ought to hold a tight rein over any of its employees using the radio?

Mr. BOWLES. Well, I think we ought to be extremely careful. Of course, I do.

Mr. RANKIN. A general in the Army told me more than a year and a half ago that if he were to give out the information that certain broadcasters—Drew Pearson is one of them—give out over the radio something that evidently comes from some secret source in the Department, he would be court-martialed before sunrise, and that that information was picked up by short-wave all over Europe and probably cost the lives of many of our American boys. Now, don't you think that any governmental agency or governmental department that has a representative broadcasting over the country ought to hold a very tight rein over that individual and see that he not only does not give out military secrets but that he does not make broadcasts that are subversive or destructive of confidence in the Government of the United States?

Mr. BOWLES. I certainly agree with your general statement. But I think this: You have got a big organization; you can't handle it all from Washington. Frequently I find that people in general, and Congress, believe in decentralization. I think you can get too much government in Washington and too many lines running to a few desks here in this city, and I do not think that is right. I think you have got to get people you have got confidence in and give them authority to use their good judgment. I have got all the confidence in the world in the good judgment in an operation of this kind of Mr. Wooley.

Mr. RANKIN. You understand I am approaching this individual case without any information on it at all, because I know nothing about it. I am just speaking of the general policy.

Mr. BOWLES. I sincerely don't think Mr. Wooley or anybody else would at all disagree with you on that.

Mr. RANKIN. If these abuses of radio continue, Congress is going to have to step in.

Mr. BOWLES. They should, of course.

Mr. RANKIN. And drastically revise the entire law governing radio broadcasts.

Mr. BOWLES. Of course, I am not familiar with the broadcasts. I think Mr. Wooley is; and I think that somebody will be glad to look into it. But I agree with your generality, of course.

The CHAIRMAN. Are there any further questions?

Mr. MURDOCK. Mr. Bowles, could you tell us about how many individuals are offering their services, volunteering their services to the Administrator of OPA?

Mr. BOWLES. We have, roughly, 200,000 volunteers, serving without pay. More volunteers have already offered their services during the month of May 1945, after VE-day than they did in the previous May. Those people have worked their heads off for very little thanks, or no thanks. Some of them have even been kicked around a little bit. They work long, tedious hours for the war effort.

I would also like to add on this question of advertisers in general, that I think the advertisers have done a very magnificent job in helping the Government all the way through. Without them I don't hardly know how we would have done a lot of the work. Through the Advertising Advisory Council they have put all their resources at the command of OWI, and they have done a tremendous job in explaining shortages, explaining the various problems that come up to the country, getting a line on complaints, ratio points, buying over ceiling. They have spent a great many millions of dollars of their own money during the war to help the Government, and I think they deserve a lot of thanks for it.

So far as volunteers are concerned, we have many more volunteers, five times as many, as we have paid people. As a matter of fact, three-fourths of our paid people served first as volunteers. Your local board chairman was a volunteer, and he has full authority over his staff there, the paid people and the volunteers also. Two-thirds to three-fourths of all the paid people are working under volunteers. I don't think there has ever been a volunteer organization to the extent that OPA has been.

The CHAIRMAN. May I suggest that questions be kept in line with the purpose of this hearing? This is not an interrogation into the general conduct of OPA nor the patriotism of volunteers that are helping the Government. We have a specific problem before us, and let us confine ourselves to that question.

Mr. MURDOCK. The point I wanted to make was that it is not unusual to find one rotten apple in the barrel, and I am just as anxious as you could possibly be to get that rotten apple out, if there should be one in the barrel.

Mr. BOWLES. If the apple is rotten.

The CHAIRMAN. Are there any further questions? Thank you, Mr. Bowles.

Mr. ADAMSON. I would like to call Mr. D. B. Stetler, who is advertising manager of Standard Brands. I also wish to say that Mr. Stetler's office has cooperated with us very nicely, and he called up the advertising agency, J. Walter Thompson, and instructed them, or rather, authorized them, to provide the committee with photostatic copies of the rate contract and the pay roll.

The CHAIRMAN. Mr. Stetler, will you be sworn?

TESTIMONY OF D. B. STETLER, WHITE PLAINS, N. Y., ADVERTISING DIRECTOR, STANDARD BRANDS, INC.

(The witness was duly sworn by the chairman.)

Mr. ADAMSON. Mr. Stetler, please state where you live and for whom you work.

Mr. STETLER. I live in White Plains, N. Y. I work for Standard Brands, Inc., 595 Madison Avenue, New York City.

Mr. ADAMSON. How long have you been so employed?

Mr. STETLER. With Standard Brands and preceding companies, since 1926.

Mr. ADAMSON. Then you were there before Mr. Wooley retired, were you not?

Mr. STETLER. Oh, yes.

Mr. ADAMSON. Were you one of Mr. Wooley's subordinates when he left?

Mr. STETLER. That's right.

Mr. ADAMSON. By the way, was Mr. Wooley advertising manager? I thought he was vice president.

Mr. STETLER. He was vice president in charge of advertising and sales.

Mr. ADAMSON. I beg your pardon. You are the advertising manager, but you are not vice president; is that correct?

Mr. STETLER. I am advertising director. I am not a vice president.

Mr. ADAMSON. I want to show you the photostatic copies of radio contract by your company with J. Walter Thompson Co., and also a couple of sample pay rolls which will answer the chairman's question, by the way, about how this dramatic play is paid for, and ask you if these are true copies [handing papers to the witness]?

Mr. STETLER. Yes, sir.

Mr. ADAMSON. Mr. Chairman, I would like to have the contract, dated April 13, 1945, marked "Exhibit No. 5."

The CHAIRMAN. It will be received.

Mr. ADAMSON. And the contract dated April 16, 1945, marked "Exhibit 6."

The CHAIRMAN. It will likewise be admitted.

(The contract between J. Walter Thompson Co. and Standard Brands Inc., dated April 13, 1945, was marked "Exhibit 5," and the agreement between the Bamberger Broadcasting Service, Inc., and J. Walter Thompson Co., dated April 16, 1945, was marked "Exhibit 6.")

EXHIBIT 5

Standard Contract for Spot Broadcasting
(Standard Conditions 1942. See Over)

(Member of A. A. A. A.)

J. WALTER THOMPSON CO.

New York, Chicago, Detroit, San Francisco, Hollywood, Los Angeles, Seattle,
and Principal Cities Abroad

NEW YORK 17, 420 LEXINGTON AVENUE

[Duplicate for station acceptance—Please sign and return to agency]

To management of station: WOR.
City and State: New York, N. Y.

Contract No. 5220.
Date: April 13, 1945.

Please furnish broadcasting facilities to [advertiser] STANDARD BRANDS INCORPORATED.

For [product] Name of program: "Soldiers With Coupons."
Length of broadcast: 15 minutes. Hour: 6:15-6:30 p. m. Days: Tuesday.
Times per week: 1. Total No. times: 13 (13 wks.).
Program subject to removal should WOR sell 6:15-6:30 p. m. Monday through Friday.

NO CHANGES IN SCHEDULE ARE TO BE MADE WITHOUT ADVANCE APPROVAL FROM US

Commencement date: May 1, 1945. Expiration date July 24, 1945.

Program material arrangements: Bills will be paid promptly upon receipt of satisfactory proof of performance including schedule showing programs preceding and following each commercial.

Commercial announcements: See clause No. 2 on reverse side hereof regarding termination.

Continuity: To be sent you. Live talent: Program to be furnished to station by the OPA.

Additional instructions: This contract may be extended for additional periods (either consecutive or otherwise) within one year from May 1, 1945, on the basis of rates now in effect as shown herein. Additional discounts, if any, will be allowed from May 1, 1945, depending on the number of broadcasts within one year. In the event of a rate increase during the period of this contract the above client will be protected for one year from effective date of rate increase.

Rates:	Station charge	Talent	Line service	Other charges	Total
Each broadcast:	\$340. 00	\$-----	\$-----	\$-----	\$4, 420. 00
For 13 broadcasts:	\$-----	\$-----	\$-----	\$-----	\$-----

Less time discount: ----- % Less agency commission: 15% of station charge
----- % ----- % of talent charge

Subject to standard conditions on back hereof.

J. WALTER THOMPSON CO., New York.
Per LINNEA NELSON

Accepted for station WOR by Ligett Thomas.

Subject to the terms and conditions of WOR's formal agreement dated April 16, 1945.

LB Member of American Association of Advertising Agencies

Standard Contract for Spot Broadcasting "A. A. A. A. Form"
Copyright 1942 American Association of Advertising Agencies

(OVER)

[Reverse side]

STANDARD CONDITIONS

GOVERNING CONTRACTS FOR SPOT BROADCASTING

Adopted 1933 and Revised 1942 by

*American Association of Advertising Agencies and National Association of Broadcasters**1. Payment*

[a] The agency agrees to pay, and the broadcasting station agrees to hold the agency solely liable for payment, for the broadcasting covered by this contract unless expressly otherwise agreed in writing.

[b] The agency personally agrees to pay for broadcasting covered by this contract, at the office of the broadcasting station or of its authorized representative, on or before the last day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this contract; or, when cash discount is deducted but payment date not specified on the face of the contract, on the fifteenth of the month following.

[c] In all cases date of payment is material and unless otherwise stipulated the postmark date on the envelope properly addressed to the broadcasting station or to its representative shall be considered the date when payment was made.

[d] Station's invoices for broadcasting covered by this contract shall be in accordance with the station's log and shall so state on each such invoice.

[e] Invoices should be rendered not less often than monthly.

[f] Affidavits of performance shall be furnished by station on request of agency.

[g] The station reserves the right to cancel the contract at any time upon default by the agency in the payment of bills, or other breach, or in the event of any material violation on the part of the agency of any of the conditions herein named; and upon such cancellation all broadcasting done hereunder and unpaid shall become immediately due and payable. In case of delinquency in payments or impaired credit the station shall have the right to change the requirements as to terms of payment for further broadcasting under this contract as it may see fit.

2. Termination and renewal

[a] This contract may be terminated by either party by giving the other fourteen (14) days' prior written notice; provided that no such notice shall be effective until fourteen (14) days after start of broadcast service hereunder. If agency so terminates this contract it will pay station according to station's rate card on which this contract is based for the lesser number of periods, for all services previously rendered by station. If station so terminates this contract, agency will then either agree with station on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at the card rates on which this contract is based for such substitute time, or, if no such agreement can be reached agency will pay station according to the rates specified herein, for all services previously rendered by station; that is, the agency shall have the benefit of the same discounts which the agency would have earned had it been allowed to complete the contract. In the event of termination hereunder neither party shall be liable to the other party otherwise than as specified in this paragraph, and in paragraph 6 hereof.

[b] The broadcast time (or times) covered by the contract may be renewed by the agency by giving station two (2) weeks' written notice prior to the expiration of the contract or any extension thereof.

3. Inability to broadcast

[a] Should the station, due to public emergency or necessity, legal restrictions, act of God, or for any other reason beyond the control of the station, be unable to broadcast one or a part of any one of the agency's programs at the time specified, the station shall not be liable to agency except to the extent of allowing in such case either (1) a pro rata reduction in the time charges hereunder, or (2) if an interruption occurs during the commercial announcement portion of any broadcast a credit to agency in the same proportion to the total station time charge which the omitted commercial portion bears to the total commercial portion of the broadcast, it being mutually agreed that station shall credit agency on whichever basis is more favorable to agency. In the event of such omission station will upon agency's request make a suitable courtesy announcement as

to such omission. Such omission or interruption shall not affect rates of discount; that is, the agency shall have the benefit of the same discounts which the agency would have earned had it been allowed to complete the contract. If the interruption equals or exceeds 50% of the total program time the station shall defray a pro rata share of the live talent costs, unless the interruption is due to an act of God, public emergency or legal restriction.

4. *Substitution of programs of public importance*

[a] The station shall have the right to cancel any broadcast covered by this contract in order to broadcast a sustaining program which it deems to be of public importance. In such case, the station will notify the agency, in advance if possible; but in any case immediately after such broadcast, that agency's program has been cancelled.

[b] The station, provided it has first secured the approval of agency as far in advance as possible, may also cancel any broadcast covered by this contract and substitute a commercial broadcast of public importance.

[c] In the case of a cancelled program, whether for the substitution of a sustaining program or a commercial program, the agency and the station will agree on a satisfactory substitute day or time for the broadcast, or, if no such agreement can be reached, the broadcast will be considered as cancelled without affecting the rates, discounts, or rights shown on this contract, except that agency shall not be required to pay for the cancelled program.

[d] In the event of such cancellation or postponement, the station will make, if approved by the agency, a suitable courtesy announcement as to the reason for cancellation or postponement and as to any substituted time agreed upon, and the station shall reimburse the agency any noncancellable cost of live talent.

5. *Rates*

[a] It is agreed that the rate named in this contract is the lowest rate made by the station for like services and that if at any time during the life of this contract the station makes a lower rate for the same services, this contract shall be completed at such lower rate from that date.

[b] All rates shall be published. There shall be no secret rates, rebates, or agreements affecting rates. All rates shall be furnished agencies if requested.

[c] If this contract is continued beyond the time specified herein, the additional broadcasts shall be considered part of this contract and the same rate shall apply until any lower rate prevailing at the time this contract is made shall have been earned; and then such lower rate shall apply to the whole contract. This provision shall not, however, cover a service rendered by station later than one year from the date of the first broadcast.

[d] In the event of revision of station rates or discounts, this contract may be extended at the rates and discounts herein shown without penalty of short rate or discounts on previous broadcasts hereunder, for a period of not more than fifty-two (52) weeks from the effective date of such revision; provided, however, that such extension is executed not later than thirty (30) days after the effective date of such revision.

[e] In the event agency contracts with station for additional time for the advertiser hereunder the rates and discounts shown on the rate card on which this contract is based shall apply to such additional time for a period of fifty-two (52) weeks from the effective date of any revision of rates or discounts.

[f] All broadcasts placed with station for the advertiser within one year from the date of the first broadcast hereunder shall be combined for the purpose of calculating the total amount of frequency discounts earned, provided, however, that announcements cannot be so combined with five (5) minute or longer programs.

6. *Programs*

[a] The contract for station time includes the services of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by the agency with the consent of the station.

[b] Should the station fail to receive program material seven days in advance of the broadcast it shall so notify the agency. Subsequent to this notification, if the station fails to receive the program material in time for the broadcast, if the programs are transcriptions, the station shall, following first broadcast, repeat a previous program unless otherwise instructed, or unless program is one of a series, in which case the station shall have the right to announce the name, address,

and business classification of the advertiser, produce a creditable program and make regular charge for station time and reasonable talent charge to the agency. If the programs are produced locally it shall, following first broadcast, repeat the commercial announcement of the preceding broadcast, using the agreed talent unit.

[c] Except as otherwise hereinafter expressly provided the agency will save the station harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade-marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights, resulting from the broadcasting of the programs herein provided for in the form furnished by the agency. The station agrees, however, to save the agency and advertiser harmless against all such liability where the programs are prepared and produced both as to artists and program content by the station excepting only such liability as may result from the broadcasting of the commercial credits and other material as furnished by the agency. Station will save agency and advertiser harmless against all such liability with respect to music on station-built programs. Station will save agency and advertiser harmless against all such liability with respect to music on agency-built programs provided such music has been cleared and approved for broadcasting by a licensor designated by station. Agency will save station harmless against all such liability with respect to music on agency-built programs if such music has not been cleared and approved for broadcasting by a licensor designated by station.

[d] Notwithstanding the indemnitor (party hereto on whom duty of defense is imposed) shall have assumed the defense of any litigation hereunder, the indemnitee, upon relieving the indemnitor in writing of its obligations hereunder with respect to such litigation, shall have the right, if it shall so elect, thereafter to conduct the same at its expense by its own counsel. It is understood, however, that by common consent, the litigation and the responsibility of the parties hereto may be handled in some other way. The indemnitor upon request shall keep the indemnitee fully advised with respect thereto and confer with the indemnitee or its counsel.

[e] Programs prepared by the agency are subject to the approval of the station management both as to artists and to program content.

[f] The provisions of this paragraph shall survive any cancellation or termination of this contract.

7. General

[a] This contract is subject to the terms of licenses held by the parties hereto and is also subject to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future.

[b] The rights under this contract shall not be transferable to another advertiser than the one specified in this contract unless the consent of the station has been obtained.

[c] In dealing with agencies, the station shall follow a uniform policy to avoid discrimination.

[d] The agency agrees that it will not rebate to its client any part of the commission allowed by the station.

[e] All requests by agency for station to handle audience mail must be submitted to station in advance and approved by station.

[f] The failure of the station or of the agency to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.

EXHIBIT 6

CONTRACT BETWEEN BAMBERGER BROADCASTING SERVICE, INC., AND J. WALTER THOMPSON COMPANY & STANDARD BRANDS, INC.

Date April 16th, 1945

WOR

This Agreement, made this Sixteenth day of April, 1945, between Bamberger Broadcasting Service, Incorporated, owner and operator of Station WOR (hereinafter called WOR), and J. Walter Thompson Company, 420 Lexington Avenue,

New York, New York, and Standard Brands, Inc., 595 Madison Avenue, New York, New York, by said J. Walter Thompson Company (hereinafter collectively called Sponsor).

The parties hereto mutually agree as follows:

BROADCAST PERIOD

1. WOR shall broadcast over Station WOR programs for Sponsor during the following approximate periods of time: 14½ minutes between 6:15 P. M. and 6:29:30 P. M., New York City time, on Tuesday of each week, for a term of 13 weeks beginning on Tuesday, May 1st, 1945 and ending on Tuesday, July 24th, 1945.

TERMINATION

2. Either party may terminate this agreement ----- by giving at least ---- days' notice to the other party prior to the effective date of such termination.

PRODUCT AND ADVERTISER

3. Sponsor shall use such broadcasting time solely to advertise Institutional of Standard Brands, Inc.

CHARGES

4. Sponsor shall pay to WOR the following charges which shall become payable within fifteen (15) days following the end of the month in which any broadcast hereunder takes place: Four thousand four hundred twenty dollars (\$4,420) at the rate of Three hundred forty dollars (\$340) per week.

This contract covers use of time only. Program "Soldiers With Coupons" will be supplied by the OPA.

DISCOUNTS AND REBATES

5. A. The gross time charges hereunder are subject (1) to the applicable weekly discount set forth in WOR'S current Rate Card (the rate, discount and rebate provisions of which are hereby made a part of this agreement); and (2) to the annual rebate hereinafter set forth.

B. To ascertain the weekly discount for broadcasts during any week, the weekly gross time charges for the broadcasts during such week shall be combined with the weekly gross time charges of any other broadcasting time then used by the same advertiser during such week, provided that such other time had been used for a period of eight (8) or more consecutive weeks.

C. If the programs are broadcast hereunder for a period of fifty-two (52) consecutive weeks, and if Sponsor shall have paid all charges provided for hereunder, then Sponsor shall receive an annual rebate, payable at the end of such period, of ten percent (10%) of the following amount: The smallest weekly gross time charge billed to Sponsor for broadcasts during said period, multiplied by fifty-two.

D. Any appropriation, omission, delay or interruption of any broadcast period or program referred to in subparagraph A of paragraph 8 hereof shall not affect rates of discounts or rebates.

E. If WOR is required to furnish the services of any "artist" (said term, without limiting its generality, shall include a newscaster, commentator and announcer), and if the cost to WOR of furnishing the services of such an artist shall be increased by reason of the demands of any labor union, WOR shall have the right, upon seven (7) days' written notice to Sponsor, to make a corresponding increase in the charges hereunder. If Sponsor is unwilling to accept any such increase, Sponsor may terminate this agreement on the date of such proposed increase by giving WOR written notice of its intention so to do prior to the effective date of such increase. Termination of this agreement pursuant hereto shall not affect rates of discount.

ADVERTISING AGENCY COMMISSION

6. If this agreement is made with an advertising agency recognized by WOR, the time charges, after deduction of all allowable discounts and rebates, if any, shall subject to an advertising agency commission of fifteen percent (15%).

INDEMNITIES

7. A. Sponsor agrees to protect and indemnify WOR, its officers, agents, and employees against any and all liability, loss, or expense arising from any claim or litigation involving any charge by third persons of violation or infringement of

their rights resulting from the broadcasting of the programs, except as a result of the broadcast of any materials furnished by WOR. WOR's approval of any materials, talent, or commercial announcements furnished by Sponsor for inclusion in any broadcast will not affect Sponsor's liability hereunder; nor shall termination of this agreement discharge such obligations.

B. WOR agrees to protect and indemnify Sponsor, its officers, agents, and employees against any and all liability, loss, or expense arising from any claim or litigation involving any charge by third persons of violation or infringement of their rights resulting from the broadcasting of any materials furnished by WOR. Termination of this agreement shall not discharge WOR's obligations hereunder.

APPROPRIATIONS AND OMISSIONS

8. A. Any failure by WOR to broadcast part or all of any program or any delay or interruption in the broadcast of part or all of any program, due to (1) the inability of WOR for any reason to furnish the entertainment or information portion of any broadcast if any is required to be furnished by WOR hereunder, or (2) acts of God, war, public emergency or necessity, defects or break-down of lines or equipment, legal restrictions, or labor disputes, or (3) appropriation of part or all of any program to broadcast an event which WOR considers of public importance, or (4) any cause (whether similar or dissimilar to the foregoing) beyond the control of WOR, shall not constitute a breach of this agreement by WOR.

B. WOR will use its best endeavors to give Sponsor as much notice as circumstances permit of any appropriation of part or all of any broadcast period to broadcast events which WOR considers of public importance, and WOR will make such courtesy announcements as circumstances reasonably permit.

C. In case of any appropriation, omission, delay, or interruption of any broadcast period or program referred to in subparagraph A or B of this paragraph 8, WOR shall not be liable to Sponsor, except that Sponsor shall be entitled to a pro rata refund of the time charges hereunder based upon the ratio that the omitted portion of the program bears to the entire scheduled broadcast period, but, if occurring during the commercial announcement portion of any broadcast, the refund shall be based upon the ratio that the omitted commercial portion bears to the entire scheduled commercial portion of the program.

PROPRIETARY RIGHTS

9. WOR shall retain all property and proprietary rights whatsoever in any material furnished by WOR for use in connection with the broadcasts hereunder.

PROGRAM CHANGES

10. A. As to any program of five (5) minutes or less duration: If WOR shall give sponsor notice that the broadcast period is desired for a commercial program of fifteen (15) minutes or more duration, and if Sponsor within forty-eight (48) hours after the giving of such notice shall fail to give notice to WOR of Sponsor's intention to broadcast the program as a fifteen-minute program, then (unless prior thereto the parties shall have agreed in writing upon a satisfactory substitute time for the broadcast) this agreement shall automatically come to an end on the date specified in such notice, which shall be not less than fourteen (14) days after the giving of such notice.

B. Where the term of broadcasting contracted for hereunder shall be for a period of less than eight (8) weeks: If WOR shall give Sponsor notice that the time is desired for another sponsor desiring to enter into a contract of more than eight (8) weeks in duration, and if Sponsor within forty-eight (48) hours after the giving of such notice shall fail to give notice to WOR of Sponsor's election to continue to broadcast the program during a firm period of not less than eight (8) weeks in duration, then (unless prior thereto the parties shall have agreed in writing upon a satisfactory substitute time for the broadcast) this agreement shall automatically come to an end on the date specified in such notice, which shall be not less than fourteen (14) days after the giving of such notice.

C. Termination of this agreement in accordance with this paragraph 10 will not affect the weekly discount rate.

DEFAULTS

11. If Sponsor shall fail to pay any sum due hereunder or shall breach any other provision of this agreement on Sponsor's part to be performed, WOR at its option may give written notice to Sponsor terminating this agreement. Termination of

this agreement shall not prejudice any right of action on WOR's part by reason of any such breach by Sponsor.

PROGRAM MATERIAL

WOR

12. A Sponsor, at its own cost and expense, shall furnish the entertainment or information portion of the broadcasts, the general nature of which shall be as follows:

Should an advertiser desire to use the above time for a five-time-a-week strip or more, WOR reserves the right to change Sponsor's time to other mutually satisfactory periods upon the serving of four (4) weeks' written notice. In the event a mutually satisfactory time is not available, this contract may be cancelled by either party upon the serving of four (4) weeks' written notice prior to date of such cancellation.

B. If Sponsor is required to furnish the entertainment or information portion of the broadcasts, it shall, at its own cost and expense, furnish all materials and talent therefor, which must be satisfactory to WOR. WOR reserves the right, without prior notice to Sponsor, to eliminate any part of any program which it considers contrary to its policies or interest.

C. At least seven (7) days prior to the date when a scheduled broadcast is to take place, sponsor shall deliver to WOR all commercial announcements and all other materials which Sponsor is required to furnish WOR hereunder.

D. If Sponsor for any reason shall fail to furnish commercial announcements satisfactory to both parties, then the announcement shall be substantially as follows: "This program is being furnished by Standard Brands, Inc. (name of advertiser)."

MISCELLANEOUS

13. A. This agreement is subject to the terms of all licenses issued to WOR, and to all federal, state, and municipal laws and regulations and all orders of the Federal Communications Commission, which may now or hereafter be in effect.

B. Notice by either party to the other shall be in writing and shall be deemed sufficiently given if served personally upon the other party, or if sent by United States mail, postage prepaid, addressed to such party.

C. This agreement may not be assigned by Sponsor, except that Sponsor (if not an advertising agency) may assign this agreement to a recognized advertising agency approved by WOR. If this agreement is made by WOR with more than one party, the obligations of such parties shall be joint and several. It embodies the entire understanding between the parties hereto and cannot be changed orally.

In Witness Whereof, the parties hereto have executed this agreement at New York, New York, the day and year first above written.

BAMBERGER BROADCASTING SERVICE, INCORPORATED,
By COGEL THOMAS,
J. WALTER THOMPSON COMPANY,
By LINNEA NELSON.

Mr. MUNDT. What years are those?

Mr. STETLER. They are this year, 1945.

Mr. BONNER. What kind of a contract is it?

Mr. ADAMSON. It is a contract for the broadcasting of this controversial program, Mr. Bonner. I will have the witness explain his connection with it in just a moment. I thought I would put these in first, so as to give him something to talk about.

Mr. THOMAS. Let me look at them, please. [Mr. Adamson handed the documents to Mr. Thomas.]

Mr. ADAMSON. Mr. Chairman, I ask that three sheets here showing the pay roll of this dramatic broadcast, which of course are not all inclusive, they are merely for the date of May 1—the week of May 1 and the week of May 8. I ask that the two sheets marked May 1, 1945, be marked as one exhibit, "No. 7," and the single sheet dated May 8, be marked "exhibit No. 8."

The CHAIRMAN. They will be so admitted.

(The two sheets dated May 1, 1945, were marked "Exhibit 7A and 7B"; the single sheet dated May 8, 1945, was marked "Exhibit 8.")

EXHIBIT 7-A

CLIENT: STANDARD BRANDS, FROM NEW YORK—WOR

PROGRAM: SOLDIERS WITH COUPONS, ON MAY 1, 1945

To: Mr. Scott
Mr. White
Miss Spragle
Miss Spalding

Payments are to be made for the following charges in connection with the above program, and billed in due course:

Ck. No.	Performer	Address of performer, payee (if other than performer)	Wages	FOAB	Cue	Federal income tax		Pay-ment
0	Tony Barrett, S. S. #109-10-6674.	333 West 56 Street, New York, N. Y.	\$26.40	.26	-----	\$5.80	31311	\$20.34
0	Madeline Lee, S. S. #120-10-2207.	333 West 57 Street, New York 19, N. Y.	26.40	.26	-----	5.80	31312	20.34
2	Alice Reinheart, S. S. #114-01-2244.	38 West 53 Street, New York 19, N. Y.	26.40	.26	-----	5.20	31313	20.94
4	Roger DeKoven, S. S. #063-05-1712.	360 Central Park West, New York, N. Y.	26.40	.26	-----	4.60	31314	21.54
2	Martin Wolfson, S. S. #065-07-2953.	69 Charles Street, New York 14, N. Y.	26.40	.26	-----	5.20	31315	20.94
0	Santos Ortega, S. S. #127-09-5109.	243-21 60th Avenue, Douglaston, L. I., N. Y.	26.40	.26	-----	5.80	31316	20.34
3	Sanford Bickart, S. S. #110-01-4733.	330 East 58 Street, New York, N. Y.	26.40	.26	-----	4.90	31317	21.24
1	E. Vincent Connolly, Jr., S. S. #081-07-1289.	136 East 36 Street, New York 16, N. Y.	26.40	.26	-----	5.50	31318	20.64
0	Peggy Weiner, S. S. #063-14-7217.	222 West 83 Street, New York, N. Y.	35.00	.35	-----	7.73	31319	26.92
3	Kay Reed, S. S. #067-01-6578.	225 East 79 Street, New York 21, N. Y.	75.00	.75	-----	15.83	31320	58.42
			321.20	3.18	-----	66.36	-----	251.66

A. K. Spencer,
A. K. SPENCER.
MAY 7, 1945.
Do not charge agency commission.

A. K. S.

May Folio #47

EXHIBIT 7-B

To: Mr. Scott
Mr. White
Miss Spragle
Miss Spalding

SUPPLEMENTARY FOLIO

CLIENT: STANDARD BRANDS, FROM NEW YORK—WOR

PROGRAM: "SOLDIERS WITH COUPONS," ON MAY 1, 1945

Payments are to be made for the following charges in connection with the above program, and billed in due course:

Ck. No.	Performer	Address of performer, payee (if other than performer)	Wages	FOAB	Cue	Federal income tax		Pay-ment
	Sound effects.....	Bamberger Broadcasting Service, Inc., 1440 Broadway, New York 18, N. Y.	\$12.25	-----	-----	-----	31310	\$12.25

A. K. Spencer,
A. K. SPENCER.
MAY 15, 1945.
No agency commission.

May Folio #48

EXHIBIT 8

CLIENT: STANDARD BRANDS, FROM NEW YORK—WOR

PROGRAM: "SOLDIERS WITH COUPONS," ON MAY 8, 1945

To: Mr. Scott, Mr. White, Miss Spragle, Miss Spalding.

Payments are to be made for the following charges in connection with the above program, and billed in due course:

Ck. No.	Performer	Address of performer, payee (if other than performer)	Wages	FOAB	Cue	Federal income tax		Pay-ment
2	Florence Halop (123-03-2182).	179-36 Grand Central Parkway, Jamaica, Long Island, N. Y.	\$26.40	\$0.26	-----	\$5.20	31301	\$20.94
1	Doris McWhirt (577-26-8779).	47 West 53d St., New York, N. Y.	26.40	.26	-----	5.50	31302	20.64
1	Daniel Oeko (102-01-0650).	1779 81st St., Brooklyn 14, N. Y.	26.40	.26	-----	5.50	31303	20.64
3	Frank Butler (104-03-9285)	32-41 83d St., Jackson Heights, Long Island, N. Y.	26.40	.26	-----	4.90	31304	21.24
4	Gerald Vaughn (131-03-5133).	61 West 9th St., New York, N. Y.	26.40	.26	-----	4.60	31305	21.54
0	Santos Ortega (127-09-5109).	243-21 60th Ave., Douglaston, Long Island, N. Y.	26.40	.26	-----	5.80	31306	20.34
1	Vincent Connolly, announcer (081-07-1289).	136 East 36th St., New York 16, N. Y.	26.40	.26	-----	5.50	31307	20.64
0	Peggy Weiner, assistant director (063-14-7217).	222 West 83d St., New York, N. Y.	35.00	.35	-----	7.73	31308	26.92
3	Kay Reed, organist (067-01-6578).	225 East 79th St., New York 21, N. Y.	75.00	.75	-----	15.83	31309	58.42
	Total.....	-----	294.80	2.92	-----	60.56	-----	231.32

A. K. SPENCER.
MAY 16, 1945.
No agency commission.

May Folio No. 49

Mr. BONNER. Whose pay roll, OPA?

Mr. ADAMSON. No; they are paid by Standard Brands. I wanted the witness to explain it in his own way, so we would not get into any confusion; therefore I hesitated to summarize the facts. I would rather the witnesses would tell their own story.

The CHAIRMAN. I think that would be better.

Mr. ADAMSON. Mr. Stetler, would you be good enough to tell us now what the connection of your company is with the radio program called Soldiers With Coupons?

Mr. STETLER. We have agreed to furnish the funds to make this program possible over station WOR in New York on Tuesday evening from 6:15 to 6:30 for a period of 13 weeks starting May 1 and ending, I believe, July 24. We pay for the time of the station and we have agreed to pay up to an average of \$305 a week for the talent on the program.

Mr. ADAMSON. So that you pay for the talent to put on the OPA dramatic programs?

Mr. STETLER. In effect.

Mr. ADAMSON. Well, it is a fact, is it not?

Mr. STETLER. We furnish the funds; yes. We pay for it.

Mr. ADAMSON. On this question of funds, is it not true that you pay the money to the advertising agency, the Thompson Co., and the Thompson Co. attempts—attends to disbursing it to the actors?

Mr. STETLER. In effect. They pay first and then bill us, and we pay them.

Mr. ADAMSON. You pay the advertising agency, and they pay the actors?

Mr. STETLER. That is right.

Mr. ADAMSON. And J. Walter Thompson is the big advertising agency that has been in that kind of work for many years?

Mr. STETLER. Yes, sir.

Mr. ADAMSON. By the way, while you are on that subject, has Standard Brands, Inc., at this time any advertising contract with Benton & Bowles, either on the east coast or the west coast?

Mr. STETLER. No.

Mr. ADAMSON. None that you know of?

Mr. STETLER. None.

The CHAIRMAN. You would know if they had any?

Mr. STETLER. I would know.

Mr. ADAMSON. You very kindly supplied the committee with copies of several letters which I understand encompass the written arrangements on your financing of this program. I want to show you these copies and ask you if these are the copies [handing to witness]?

The WITNESS. Yes; they are.

Mr. ADAMSON. Mr. Chairman, I would like to offer a letter dated April 12, signed by Tex Weiner to Mr. Don Stetler of Standard Brands, as exhibit No. 9.

The CHAIRMAN. It will be received.

(Copy of letter dated April 12, 1945, to Don Stetler from Tex Weiner marked "Exhibit 9.")

OFFICE OF PRICE ADMINISTRATION,
New York, N. Y., April 12, 1945.

Mr. DON STETLER,
Standard Brands, Inc., New York, N. Y.

DEAR MR. STETLER: After careful study of all the time available by the various stations, WEAf, WJZ, and WOR, I have taken prerogative to choose the

time on station WOR, Tuesdays, 6:15 to 6:30 p. m. This time will give us an excellent chance to achieve a rating plus a maximum audience.

Therefore, I would appreciate if you would buy this time for Soldiers With Coupons, with the starting date as May 1, 1945. I would appreciate your confirming the purchases of time so that I can go ahead and arrange the talent for the show and prepare the scripts.

With many thanks for your generosity and assistance. With best wishes.

Sincerely,

(Signed) TEX WEINER,
Regional Radio Director.

Mr. ADAMSON. A letter dated April 5, 1945, to Tex Weiner and signed by Mr. Stetler which will be No. 10.

The CHAIRMAN. It will be received.

(The copy of letter dated April 5, 1945, to Tex Weiner from D. B. Stetler was marked "Exhibit 10.")

APRIL 5, 1945.

Mr. TEX WEINER,
Regional Radio Director,
Office of Price Administration, New York, N. Y.

DEAR MR. WEINER: With regard to your letter of April 3, this is definite confirmation that we will furnish the funds for the 13 weeks broadcast of Soldiers with Coupons either on station WOR, WEA, or WJZ.

It is understood that the total cost as outlined in your letter for this 13-week period will not exceed \$10,215.40 if station WOR is used and \$9,903.40 if either WJZ or WEA is used.

Please advise us as soon as you decide which station you will use. We will send you prior to the first broadcast and every week thereafter for a total of 13 weeks, our check covering that week's broadcast.

We understand that you will give us a monthly accounting of the expenditures made and that an adjustment will be made of any unexpended balance at the conclusion of the 13-week period.

Please advise us to whom the check would be made out.

In connection with the credit line, there is no comma between "Standard Brands" and "Incorporated."

We understand that after each broadcast you will furnish us with a complete recording which we may keep for our files.

It is understood that although we are furnishing the funds for this activity, we have no responsibility for the material which is used on the program or any contractual or employer relations with the talent.

We are glad to be able to make this contribution to the war effort and wish you all success with the programs.

Yours very truly,

STANDARD BRANDS INCORPORATED,
D. B. STETLER,
Advertising Director.

Mr. ADAMSON. And a letter dated April 3, signed by Tex Weiner and addressed to Mr. Don Stetler, all showing the financial arrangements in detail in connection with this program as No. 11.

The CHAIRMAN. It will be admitted.

(Copy of letter dated April 3, 1945, to Mr. Don Stetler from Tex Weiner, marked "Exhibit 11.")

OFFICE OF PRICE ADMINISTRATION,
New York, N. Y., April 3, 1945.

Mr. DON STETLER,
Standard Brands Inc., New York, N. Y.

DEAR MR. STETLER: Pursuant to our telephone conversation, I can now advise you on the procedure of handling the moneys for the proposed sponsorship of the OPA show, Soldiers with Coupons.

Upon receipt of your first check, a special deposit will be made with the Treasurer of the United States. These funds will be subject to withdrawal for the purpose of the radio broadcast, Soldiers with Coupons. All disbursements from this fund will be in accordance with regular Government procedure and this

agency will render you an accounting monthly of the expenditures made. Any unexpended balance remaining will be returned to you at the conclusion of the 13 weeks.

As to the credit line, may I make the following suggestion, which, of course, can be altered by you in any manner or form you wish.

Cue: (30 seconds.)

Chord:

Announcer: The OPA presents Soldiers With Coupons. This dramatic story of your OPA's fight to "hold the line" on prices and to prevent inflation is made possible by Standards Brands, Inc.

(Music: Theme: Sweeps in: Up and under.)

Outlined below is the estimated cost of time and talent broken down.

	Estimated cost	
	13 weeks	1 week
Time:		
Station WJZ.....	\$5,928.00	\$379.07
Station WEA.....	5,928.00	379.07
Station WOR.....	6,240.00	480.00
Station WABC.....		
Talent:		
Actors: 6, at \$26.40 per show.....	2,059.20	158.40
Announcer: 1, at \$26.40 per show.....	343.20	26.40
Production assistant: 1, at \$35 per show.....	453.00	35.00
Sound: 1, at \$7 per hour.....	143.00	11.00
Music: 1, at \$75 per show.....	975.00	75.00

This is also to inform you that the cost of the talent shall never exceed the sum of \$305.80 per week, or \$3,975.40 for the 13-week period. I am quite sure that the cost of the organist will be less. However, since I am putting a ceiling on the amount of money, I thought it would be advisable to ask for this amount for music. As you know, a good organist is paid about \$75 per hour.

Since the time is a stable thing each week (as the talent also) it will never be more than \$6,240 for WOR (Mutual) for 13 weeks, and weekly, \$480. If we go on Station WJZ or WEA, the station time for 13 weeks will be \$5,928, or \$379.07 a week.

Therefore, the weekly cost of the show will never run more than: WOR, \$785.80; WEA, \$684.87; WJZ, \$684.87.

In the event that we use Station WABC, the time cost is approximately the same as WJZ.

I hope this gives you the complete picture and if there are any necessary details that you desire, kindly inform me and I will try to supply them to you.

With best wishes, I am,

Cordially yours,

TEX WEINER,
Regional Radio Director.

Mr. ADAMSON. Mr. Stetler, I would like for you to look at this letter dated April 3 and tell us if that letter now correctly outlines the handling of these funds?

Mr. STETLER. It does not.

Mr. ADAMSON. Will you tell us how the present conditions vary from the conditions outlined by Mr. Weiner in his letter of April 3?

Mr. STETLER. They vary in two instances, first as to cost, and which is not important, because that is substantially the same.

The second paragraph says:

Upon receipt of your first check a special deposit will be made with the Treasurer of the United States. These funds will be subject to withdrawal for the purpose of the radio broadcast, Soldiers with Coupons. All disbursements from this fund will be in accordance with regular Government procedure and this agency will render you an accounting monthly of the expenditures made. Any unexpended balance remaining will be returned to you at the conclusion of the 13 weeks.

As we drew near the first program, I was advised by Mr. Weiner that it was not practical to handle the funds in this way, so we told him we would be glad to buy the time through our advertising agency, J. Walker Thompson, and pay them when billed, and they would send a memorandum or bill to Thompson covered the agreed amount for talent; that we would pay that when billed, rather than sending a check direct to the OPA.

Mr. ADAMSON. Would you mind telling the committee how this matter first arose? Who initiated it? Who brought the idea to you, or did you originate the idea?

Mr. STETLER. The idea of the program, our sponsoring the program?

Mr. ADAMSON. Yes. I see here in one of these exhibits a letter from Mr. Weiner to you dated April 12, which is rather vague on that point. The date, of course, is after the letter concerning the finances, so it could not be the first letter.

Mr. STETLER. May I see it?

(Mr. Adamson hands letter to Mr. Stetler.)

Mr. THOMAS. April 12 of what year?

Mr. ADAMSON. 1945, right now.

Mr. THOMAS. Would you develop how the program originated?

Mr. ADAMSON. Yes; would you go ahead in your own way and tell us how this thing originated in your department.

Mr. STETLER. Around the middle of February, when I was out of town—that is, February of this year—Tex Weiner got in touch with our company and wondered whether we would be willing to put up the funds so that this OPA program, Soldiers With Coupons, which was then broadcast over a small New York station, might be moved to a larger New York station. He said that Mr. Woolley felt that it was doing a constructive job and wanted to reach a larger audience. It was discussed with our several executives and checked with Mr. Woolley who confirmed this fact.

Around the latter part of March, the last few days of March, I got in touch with Mr. Woolley and told him it looked as though we would go ahead, and asked him who would work out the details and give us more information about the technicalities involved. He said that Mr. Weiner would. So Mr. Weiner came to my office and told me that the program had been on station WNEW since last fall; that it seemed to be doing a good job, but of course had a limited audience over WNEW, and they would like to move to one of the larger stations, WOR, WGZ, or WEA. I gave that information to our management. We decided that we would go ahead, and we, in the meantime, had received this letter from Mr. Weiner confirming the cost and how the payments would be made.

Mr. THOMAS. How long have you known Mr. Weiner?

Mr. STETLER. I met him for the first time the latter part of March.

Mr. THOMAS. Who in your company did he see at the time you were out of town?

Mr. STETLER. He contacted Mr. Varney, who is in our Fleischmann's division, our bakery, hotel, and restaurant division.

Mr. THOMAS. Has he known Mr. Varney for some time?

Mr. STETLER. I believe so.

Mr. THOMAS. Was Mr. Weiner at one time employed by Standard Brands, Inc.?

Mr. STETLER. Not to my knowledge.

Mr. ADAMSON. He was employed by Mr. Phillip Lord at one time, was he not, one of your directors and officers?

Mr. STETLER. Not to the best of my knowledge. Phil Lord said he had never heard the name before. However, if I may clear that up, there are two Phillip Lords, one who is connected with radio, a great many radio programs, and Phillip Lord who is vice president and director of our company.

Mr. ADAMSON. Well, it might be the other Phillip Lord.

Mr. STETLER. I am confident it is not our Phillip Lord.

Mr. ADAMSON. I wanted to keep that clear about your company.

Mr. STETLER. I am confident it was not our Phillip Lord.

Mr. ADAMSON. You do not think it was that one?

Mr. STETLER. No, sir.

Mr. MENCHER. Who finally selected WOR, your people, Thompson, or Weiner?

Mr. STETLER. We gave him the option of selecting whatever station he could get the best time on, and he checked around. Time was not available on some of them but he was able to get in the time 6:15 to 6:30 on WOR, one of the good New York stations.

Mr. ADAMSON. Is it true that at the time this matter was brought to your company, this program was being put on exclusively then by and at the expense of OPA over WNEW?

Mr. STETLER. I was given to understand that. I don't know the fact—I was given to understand that there was no charge for the time; that the time was donated by WNEW, and that much of the talent was contributed. I do not know the facts on that, but that was my impression.

Mr. ADAMSON. But it was purely an OPA program, and the radio station WNEW, gave the time free?

Mr. STETLER. I was so advised.

Mr. ADAMSON. And as a matter of fact, most of the radio stations do give OPA free time for their announcements; is that true?

Mr. STETLER. I could not say.

Mr. ADAMSON. Well, it came to you, as I understand your testimony, what they wanted to do was to get on a larger radio station, so as to reach out beyond the New York region; is that true?

Mr. STETLER. Not necessarily.

Mr. ADAMSON. Well, WNEW covers the New York area pretty well?

Mr. STETLER. I don't doubt that WNEW has as many listeners in New York as WOR.

Mr. ADAMSON. But WOR, as a matter of your own knowledge in advertising, is a much longer, stronger station than WNEW?

Mr. STETLER. Certainly.

Mr. ADAMSON. And the range of its program is far greater than that of WNEW?

Mr. STETLER. I could not say. It is my impression that it is a more powerful station and reaches further and reaches more people.

Mr. ADAMSON. As a man of many years experience in advertising business, you are quite sure of that?

Mr. STETLER. Yes.

Mr. ADAMSON. And WOR reaches out beyond the New York region that we now refer to as the OPA region; is that not true?

Mr. STETLER. I do not want to speak for the New York region of OPA. I have no idea.

Mr. ADAMSON. After you pay these actors and pay the radio station for time, do you know what then becomes of the program? Is there a transcription made subsequently, and do you know what becomes of that?

Mr. STETLER. No; I have read in the paper that it is sent out to other stations and broadcast, but I checked it with Mr. Weiner the other day and he said that our name did not go out in connection with that.

Mr. ADAMSON. I did not say your name went out with it, Mr. Stetler. I just wanted to know what you know about what happened to the program.

Mr. STETLER. I know nothing about it.

Mr. ADAMSON. Especially, you know nothing about it?

Mr. STETLER. I know absolutely nothing about it.

Mr. ADAMSON. So far as you know, your name is attached only to the New York broadcast over WOR?

Mr. STETLER. That is right.

Mr. ADAMSON. And your payment for the time and the cast is in return for the commercial announcement attaching the name of Standard Brands to the program?

Mr. STETLER. Will you state that again?

Mr. ADAMSON. Your payments, your expense incurred in connection with this program, in substance, is compensation for including your name both in the opening and closing of the program, in connection with the OPA program?

Mr. STETLER. No, sir.

Mr. ADAMSON. Well, what is it for, Mr. Stetler?

Mr. STETLER. We regard this as support of a public service in war-time, comparable to a great many things that we have done. We are not putting it on for the advertising value involved. We are not interested in having our name appear at the beginning and end, but that is essential when you pay for something.

Mr. ADAMSON. Mr. Weiner's letter to you states in part:

The OPA presents Soldiers with Coupons. This dramatic story of your OPA's fight to hold the line on prices and to prevent inflation is made possible by Standard Brands, Inc.

Mr. STETLER. That is right.

Mr. ADAMSON. And Mr. Weiner then says:

As to the credit line, may I make the following suggestion, which, of course, can be also read by you in any manner or form you wish.

So that, so far as the commercial end of it is concerned, it is under your control?

Mr. STETLER. I cannot admit that there is any commercial part to it. We simply take a credit line at the beginning and at the end, because that is required by the radio station.

Mr. ADAMSON. Well, in view of the fact that the radio station gives the time free, Mr. Stetler, what would be the purpose of your paying the radio station to put it on?

Mr. STETLER. Well, I can only make a conjecture in that interest, and that is that they were not able to obtain time free from the larger stations and had to pay for it.

Mr. ADAMSON. Would you mind telling the committee that—what products your company sells or distributes?

The CHAIRMAN. What is the point of that?

Mr. ADAMSON. I think the record ought to show what type of business they are in, Mr. Chairman.

The CHAIRMAN. That has already been explained for the record.

Mr. ADAMSON. Well, may he just state the principal things?

The CHAIRMAN. I see no point in it, but if he wants to say—I don't see what difference it makes whether he sells coffee or shoe polish.

Mr. THOMAS. I should think he would be glad to state.

The CHAIRMAN. If he wants to state, I will be glad to have him do so.

Mr. STETLER. You are perfectly right, because there are 357 articles, Chase & Sanborn's coffee; Fleischmann's yeast; Royal Baker's gelatins; Tenderleaf tea and other food products.

Mr. ADAMSON. Might we summarize it quickly by saying that the products you sell, or that you distribute, are the articles which are sold at retail in thousands of stores every day to the average man in the street?

Mr. STETLER. That is right.

Mr. ADAMSON. You don't manufacture machinery or do contracting work or anything of that nature? Your sole interest is in distributing through retail stores, is that correct?

Mr. STETLER. Not exactly, but in effect, yes.

Mr. ADAMSON. Well, I would like to know how it varies.

Mr. STETLER. Well, we sell Fleischmann's yeast to bakers; we sell products to hotels and restaurants which are not sold through retail outlets.

Mr. ADAMSON. You sell that on a wholesale basis?

Mr. STETLER. We sell direct to them.

Mr. ADAMSON. Now, do you keep recordings of these programs?

Mr. STETLER. Recordings are sent to us on Wednesday morning following each broadcast.

Mr. ADAMSON. And do those recordings carry your name at the opening and closing of the program?

Mr. STETLER. Oh, yes.

Mr. ADAMSON. So that is a separate recording from the ones we talked about a while ago, is that correct?

Mr. STETLER. If others are made.

Mr. ADAMSON. This one has your name on it, also?

Mr. STETLER. Certainly.

Mr. ADAMSON. I have no further questions of Mr. Stetler.

The CHAIRMAN. Are there any questions by the committee?

Mr. LANDIS. I would like to know, from someone who is familiar with the program of these performances who is Peggy Weiner, assistant director?

Mr. STETLER. I suppose she is Tex's wife. He told me his wife was assistant producer on the show, \$35 a week.

Mr. THOMAS. Mr. Stetler, do you examine the script before the broadcast is made?

Mr. STETLER. No, sir; we do not.

Mr. THOMAS. You just accept the script, assuming that it is all right.

Mr. STETLER. We were advised when we made the arrangement that each script was O. K.'d in Washington by OWI and knowing that, and knowing Mr. Woolley and knowing also that we have

nothing to sell in this program except the hope of doing a patriotic duty, we were not interested in the censorship of the programs or looking at them in advance. We do listen to them on the air lines or read the script as broadcast after each program.

Mr. THOMAS. Have you made any complaint about the script?

Mr. STETLER. No, sir.

Mr. THOMAS. Did you learn at any time that OWI had complained about the script used by Mr. Weiner.

Mr. STETLER. I have not; not the ones that we sponsored.

Mr. THOMAS. Have you heard at any time that they had complained about the scripts used by Mr. Weiner?

Mr. STETLER. I have not.

The CHAIRMAN. There was no complaint about the scripts on the programs that you sponsored?

Mr. STETLER. I am confident that there was not. That is determinable from the date of the script.

The CHAIRMAN. If, upon examination of the script after you broadcast, you were satisfied that they were of a subversive nature, would you have remonstrated with Mr. Weiner or the OPA?

Mr. STETLER. Of course we would.

The CHAIRMAN. And you are not of the opinion that there has been anything subversive broadcast on these programs?

Mr. STETLER. That is right, since our sponsorship of them, which was May 1, 1945.

Mr. ADAMSON. Your sponsorship is quite recent, is it not?

Mr. STETLER. May 1, 1945.

Mr. ADAMSON. In answering Congressman Thomas, I would like to call attention, Mr. Chairman, to a short paragraph here in the letter of April 5 written by Mr. Stetler to Mr. Weiner. He says:

It is understood that, although we are furnishing the funds for this activity, we have no responsibility for the material which is used on the program or any contractual or employer relation with it.

So that was your understanding, that you were to have nothing to do with the substance of the program. You were only interested in the commercial, in the opening and the closing?

Mr. STETLER. I am sorry I cannot call it a "commercial" but we had no censorship over the program at all.

Mr. ADAMSON. You do not attempt to commercialize or exercise any censorship at all?

Mr. STETLER. We have not, up to this time.

Mr. RANKIN. Did you hear all these broadcasts? Did you listen in?

Mr. STETLER. I heard all but the one last night and the one 2 weeks ago.

Mr. RANKIN. You heard the ones that this man had been making before you took it?

Mr. STETLER. I never heard it before we took it on.

Mr. RANKIN. If you had known of or had been convinced that he was broadcasting subversive propaganda, would you have continued your connection with him?

Mr. STETLER. You mean would we have made our original contract?

Mr. RANKIN. Would you have made the original contract?

Mr. STETLER. We would have not touched it with a 10-foot pole.

Mr. RANKIN. Then if you are convinced now that he is broadcasting subversive programs, propaganda, you would sever your connection with him?

Mr. BONNER. He testified he knows he is not.

Mr. RANKIN. I am talking, though, if you find out that this propaganda that he is broadcasting is subversive, I want to know if he would sever his connection and cancel the contract?

Mr. STETLER. That would certainly be our inclination, subject to our right to cancel the contract.

Mr. RANKIN. Of course, fraud vitiates everything and if he did not inform you that he was going to broadcast subversive propaganda and then proceeded to do so on your advertising program, then you would be perfectly justified in legally, and certainly morally, canceling your contract with it.

Mr. STETLER. That is our position.

Mr. RANKIN. In other words, you have no desire to do anything to further subversive propaganda in this country?

Mr. STETLER. No, sir.

Mr. ADAMSON. May I ask just one more question to clear up the date? Approximately what date did you take over supervision of the advertising department from Mr. Woolley?

Mr. STETLER. I believe it was in 1939.

Mr. ADAMSON. As I understand it, Mr. Woolley retired; is that correct?

Mr. STETLER. That is right.

Mr. ADAMSON. As an executive. Now, you don't pay Tex Weiner anything at all, do you?

Mr. STETLER. Not according to the record.

Mr. ADAMSON. Not according to the record?

Mr. STETLER. No; we do not pay him anything.

Mr. ADAMSON. So far as you know, your company does not pay Tex Weiner anything?

Mr. STETLER. That is right. I understand he does not get anything out of it. He is an employee of OPA.

Mr. ADAMSON. He is a Government employee who writes radio script for your place?

Mr. STETLER. That is what it says on the script.

Mr. MUNDT. Two questions, Mr. Chairman. This pay roll here is one that you pay, is it not?

Mr. STETLER. No, sir; that is the record from the advertising agency. We have never seen one of those before. They simply gave them to me because it was a copy of what they gave to Mr. Adamson.

Mr. MUNDT. You did provide the money that distributed this?

Mr. STETLER. Yes, sir.

Mr. MUNDT. Part of it goes to Tex Weiner's wife?

Mr. STETLER. Yes.

Mr. MUNDT. You do not pay Tex Weiner? You pay his wife?

Mr. STETLER. Yes; we pay his wife.

Mr. ADAMSON. Would you let us have a copy of the bills? Have you brought them along?

Mr. STETLER. Certainly.

Mr. RANKIN. Let me ask counsel, has this list of names been inserted in the record?

Mr. ADAMSON. Yes, sir; those are exhibits. The chairman has already admitted them. I did not want to string the hearing out by going into them in great detail because they are put in the record and the committee can study them at their leisure.

Mr. MUNDT. I simply wanted the record to show that the Tex Weiner family is being paid.

Mr. ADAMSON. I think that is true.

Mr. MUNDT. It is not exactly true that Tex Weiner is not being paid, as long as the family is being paid.

Mr. ADAMSON. Mr. Stetler's organization has been extremely co-operative in this matter, and I am merely trying to push along and let him go if he wants to go.

Mr. STETLER. Here is a carbon copy of J. Walter Thompson's bill for time. That is WOR. These are not Thompson's bills but are copies of his bills to us covering talent, and I believe will check with those photostatic records you have.

Mr. MUNDT. One other question, Mr. Stetler. You have told us several times that you did not want these programs considered as commercial?

Mr. STETLER. That is right.

Mr. MUNDT. You felt they had no advertising value whatsoever. As a matter of fact, in your accounting set-up I presume these broadcasts are charged to advertising, are they not?

Mr. STETLER. Yes; we charge them to advertising, miscellaneous.

Mr. ADAMSON. So that the money that you invest in this program is handled as routine, usual expense of the company?

Mr. STETLER. That is right.

Mr. ROBINSON. Has Tex Weiner's wife appeared on the programs you have heard recorded?

Mr. STETLER. I could not say. I do not know her voice. I assume not. They announce at the end of each program the actors who have appeared, and I have not heard of her.

Mr. ADAMSON. Mr. Chairman, have you any further questions of the witness?

The CHAIRMAN. Any further questions? If not, we thank you, Mr. Stetler.

Mr. ADAMSON. I would like to call Mr. Potter. He is Mr. Bowles' alter ego.

The CHAIRMAN. Will you be sworn, Mr. Potter?

**TESTIMONY OF ZENAS L. POTTER, WARDMAN PARK HOTEL,
WASHINGTON, D. C., DIRECTOR OF CONGRESSIONAL INFORMATION,
OFFICE OF PRICE ADMINISTRATION**

(The witness was duly sworn by the chairman.)

Mr. ADAMSON. Will you give your home address?

Mr. POTTER. Zenas L. Potter. Home address, Wardman Park Hotel.

Mr. ADAMSON. What is your title, officially?

Mr. POTTER. My title is Director of the Office—Director of Congressional Information, OPA.

Mr. ADAMSON. That is a big office. You heard Mr. Bowles' testimony to the effect that he did not have time to familiarize himself with all the details of the OPA, and that you were one of the authorized assistants?

Mr. POTTER. I really am Mr. Bowles' assistant on congressional matters, and we get a good many letters and inquiries from Congress, going into all branches of the office.

Mr. ADAMSON. Are you successful in answering all the letters that—all the questions a Congressman asks?

Mr. POTTER. Well, sir, I would not make sure that I have not answered all of them successfully, but at least we try.

Mr. ADAMSON. I also want to say, gentlemen, that Mr. Potter, down in the OPA office, has been very kind and cooperative in this investigation, and he has permitted our investigators to see all of his files—that is, all that he knew about, I suppose—and our investigators have been permitted to talk to the employees in the office concerning this matter fully. I appreciate that much. It has shortened our work considerably.

Mr. POTTER. We have no secrets from Congress.

Mr. ADAMSON. I am glad to hear that. Now, Mr. Potter, can you tell us the mechanical set-up in your office for handling OPA radio broadcasts, and what supervisory machinery you have in the Washington office?

Mr. POTTER. Generally speaking, our radio programs and our other informational activities are not supervised in Washington save in a very general way. This radio program in the regional office of New York came down to Washington, I understand, for the reason that two OWI districts were covered by the broadcasting, and OWI therefore, preferred to hear it in Washington rather than in their own district; otherwise, we would probably not have gotten into it to any extent in Washington, but because OWI did make that request, the program scripts were sent down to Washington and they were reviewed by the Radio Branch in our information department that went over the scripts.

Mr. ADAMSON. How many people are now assigned to that work in the Washington office; that is, radio editorial work, or censorship, whatever you want to call it, and state exactly——

Mr. POTTER. I don't know exactly, but I think maybe two or three people, clerical work.

Mr. ADAMSON. Are all radio scripts from all over the United States sent in to you, that is, from all your regional offices?

Mr. POTTER. No, sir.

Mr. ADAMSON. Well, that condition exists only with regard to the New York office?

Mr. POTTER. I will say that we would not be in this show in Washington were it not for the fact that OWI has districts around the country, and things are cleared with them, as I understand it, in the districts. In this case our district or our region, rather, included a couple of OWI offices, so that because of that, OWI wanted to come into Washington, and this is how we happened to get into the thing.

Mr. ADAMSON. You mean into your office in Washington, or into the OWI office here?

Mr. POTTER. It also came—we cleared them here because OWI wanted to clear them here.

Mr. ADAMSON. So they come into both offices here, both OWI and OPA?

Mr. POTTER. Yes.

Mr. ADAMSON. I wonder if you could tell us very briefly what you consider to be the New York region? How big is it?

Mr. POTTER. Well, Mr. Woolley can tell you exactly. It consists of five States—New York, Pennsylvania, New Jersey, Maryland, Delaware, and the District of Columbia.

Mr. ADAMSON. Then Washington is in the region?

Mr. POTTER. Oh, yes. But the fact that Washington is in a region is not a reason for our supervising that region, any more than any other region.

Mr. ADAMSON. Well, suppose you have a radio director, say, in Chicago, writing radio scripts for OPA; where would his script be shipped?

Mr. POTTER. Into the regional office and with the OWI office in that area.

Mr. ADAMSON. And the OWI office in the region which covers that would get that from your office out there?

Mr. POTTER. That is my understanding.

Mr. ADAMSON. So that the regional director really would be free to write what he chose. He would be free to write it, so long as he—the regional director—agreed with him?

Mr. POTTER. Ordinarily. Of course, if we got complaints, we might check into the thing with the regional administrator.

Mr. ADAMSON. But, due to the peculiar geographical set-up here in the field, the script happens to come into your office?

Mr. POTTER. That is my understanding.

Mr. ADAMSON. That is how you know about them first-hand in the Washington office?

Mr. POTTER. That is my understanding.

Mr. ADAMSON. Now, Mr. Potter, can you tell us whether or not a dramatic program has been authorized or permitted by any of the regional OPA offices, other than the New York region?

Mr. POTTER. This is the only dramatic program, I understand, that we are putting on at the present time. I would not swear that some have not been put on some time, somewhere. They probably have.

Mr. ADAMSON. Don't go beyond your own knowledge.

Mr. POTTER. No; it is my understanding—I am told that this is the only dramatic program that is being put on at the present time.

Mr. ADAMSON. And is it not true that requests have been made by your subordinates in this radio field for permission to put on such programs elsewhere, and they have been refused?

Mr. POTTER. Not to my knowledge.

Mr. ADAMSON. You do not know that they have asked?

Mr. POTTER. Not to my knowledge.

Mr. THOMAS. Who would know that?

Mr. POTTER. Well, I do not know. The head of our Radio Department probably would be better informed than I would be, but I am sure we have no prejudice against dramatic shows as such.

Mr. THOMAS. Let us get down to brass tacks. Who is the head of the Radio Section?

Mr. POTTER. Miss Daubenspeck.

Mr. THOMAS. Is she here now?

Mr. POTTER. No.

Mr. ADAMSON. Would it be convenient for you to let her come up tomorrow morning?

Mr. POTTER. I think so.

Mr. ADAMSON. Who else would know about it?

Mr. POTTER. Well, Mr. Little might, who is over here; Mr. Herbert Little.

Mr. ADAMSON. What is his title?

Mr. POTTER. I think head of the Press Department, or something of that kind. I do not know his exact title.

Mr. ADAMSON. Who has jurisdiction of these matters over in OWI?

Mr. POTTER. I do not know.

Mr. ADAMSON. But these scripts are criticized by OWI?

Mr. POTTER. They have been criticized by OWI, and they pass all Government information programs, checking them with other departments and making sure that they comply with the rules.

Mr. THOMAS. I wish you would check all the criticism by OWI. I want to know what it was, when it happened, whether it was verbal criticism, or whether it was in writing. If it was in writing, we want to see it.

Mr. ADAMSON. I want to stay strictly within the knowledge of this witness, though, and I will ask him if he knows if these programs have been severely criticized from time to time by OWI?

Mr. POTTER. No, I do not think so.

Mr. ADAMSON. When you say—when I say “these programs,” please do not limit it to May 1 because the May 1 programs are too recent. I mean going back, say, over a period of 10 months or a year.

Mr. POTTER. I think that OWI—I know I have looked over the scripts and commented on them, and OWI and our national Office, from time to time have made suggestions with regard to these programs. I think that this letter from Elmer Davis, however, to Mr. Bowles is very much misunderstood. The objection of Mr. Davis was, not to the program, but to the fact that it did not get over to their Office in time to be cleared, and it went on the air without their clearance.

Mr. ADAMSON. How could he criticize the program if he never got a chance to see it?

Mr. POTTER. The reason I say I don't think OWI criticized the program is that the same program 2 weeks later was cleared by OWI for being put on transcription for other stations.

Mr. ADAMSON. On that point, too, you heard Mr. Stetler testify?

Mr. POTTER. Yes, sir.

Mr. ADAMSON. And can you enlighten us now about these transcriptions that are subsequently made? What sort of machinery do you have for distribution of this program? Is it sent around to various places? Can you tell the committee about that?

Mr. POTTER. I understand that that program has been presented to the various radio stations throughout the district, and I believe that approximately 30 stations are regularly broadcasting that program at present, we providing the transcription.

Mr. ADAMSON. OPA pays for those transcriptions?

Mr. POTTER. That is my understanding, sir.

Mr. ADAMSON. And up until last month that ran five or six hundred dollars a month?

Mr. POTTER. It has been running about \$600 a month.

Mr. ADAMSON. Within the last month or so the usage by the stations has dropped off considerably?

Mr. POTTER. I understand not. At the time about 30 stations were still using the program.

Mr. ADAMSON. Is it not true that several months ago your expense for recordings was about \$600, but your last payment was \$308?

Mr. POTTER. I think so; but I think there must have been some partial billing entered into that month, and the whole thing did not get into that month, because I am informed that approximately 30 stations are still broadcasting the program.

Mr. ADAMSON. You had 55 at one time, did you not?

Mr. POTTER. I don't think so. Mr. Woolley could give you better information on that than I.

Mr. ADAMSON. How far west do you send those transcriptions?

Mr. POTTER. I think that at present those programs are mainly broadcast in our region, region 2, the New York region. The scripts have gone out, around the country, I believe. I understand that the shows, some of them, have been put on certain stations out of the Denver office.

Mr. ADAMSON. Then Mr. Weiner is the only radio director who is permitted to put on a dramatic program, but you then send his program out all over the country. Is that true, Mr. Potter?

Mr. POTTER. I would say this, that I think the word, "permitted" is a mistake.

Mr. ADAMSON. He is the only one doing it?

Mr. POTTER. He is the only one at the present time putting a dramatic program out, according to my understanding, and his scripts have been sent out around the country, and some of them are being used in the Denver region.

Mr. ADAMSON. So that really Mr. Weiner is providing this dramatic program for the other regions, as well as New York?

Mr. POTTER. We very generally, when one region does something that is apparently successful, send that around to the other regional directors. If they see something useful in it, they take it up and make use of it. That is the only extent to which Mr. Weiner's program is being used in the other areas.

Mr. ADAMSON. Well, do the radio stations ask for these transcriptions themselves, or are they requested by the regional director out in these other regions?

Mr. POTTER. I could not tell you that. I think you had better ask Mr. Woolley that, because he has had the largest experience with stations using the recordings.

Mr. THOMAS. I hope that when we come to hear Mr. Woolley he will not pass it on to somebody else, because we want to get the facts.

Mr. POTTER. I am sure Mr. Woolley will be very glad to answer what he knows.

You see, the difficulty is, as Mr. Bowles testified, this is the job of the New York regional office primarily, and we have not informed ourselves anything about it in Washington except incidentally; consequently, I am not the expert witness on what has been done in New York. Mr. Woolley should be able to answer those questions.

Mr. ADAMSON. Mr. Potter, I tried to restrict my questions to your knowledge, but I do not want to take up your time unnecessarily, but when this program goes out to various other parts of the country, don't you think it is a matter of which your Office should have full knowledge?

Mr. POTTER. I would like to ask Mr. Mencher, Are we shipping the transcriptions anywhere?

Mr. MENCISHER. Not outside.

Mr. POTTER. We are not shipping any transcriptions from outside. They are picking up scripts and making use of them. That is all.

Mr. ADAMSON. I don't want to disagree with you too violently, but what difference does it make whether you send a mechanical transcription or send a script which is used in the other regions? I would like to have you explain that distinction to us.

Mr. POTTER. Well, only this—it does not make any particular difference; the only thing is that we never have endeavored as a national program, to pick up Mr. Weiner's program and spread it all over the country. We have provided information about it—about the scripts to the other regional offices, and if they see anything in it they may try to make use of it.

Mr. THOMAS. Right on that point would you tell the committee just how you have advised the other offices about this?

Mr. POTTER. I would be very glad to get the information for you and enter it in the record.

Mr. THOMAS. You have not got any correspondence there between you and the other offices?

Mr. POTTER. No; I have not now.

Mr. ADAMSON. As long as you are looking that up, Mr. Potter, will you also be good enough to give us a list of the radio stations that use a mechanical transcription, say during the month of May?

Mr. POTTER. Mr. Woolley, I am sure, will be glad to answer that. I can do it, now, if you want me to, I guess.

Mr. ADAMSON. Let me request—let me complete my request of you. Also I should like to have a list of the places to which you sent the script, as distinguished from the mechanical recording.

Mr. POTTER. Do you want me to read these statements?

Mr. ADAMSON. Yes; if you will do that.

Mr. POTTER. WFBG, Altoona, Pa.—

The CHAIRMAN. How many are there?

Mr. POTTER. There are approximately 30.

The CHAIRMAN. Let us have them entered in the record without reading.

Mr. POTTER. I will say they are all in Pennsylvania, New Jersey, New York State, and Washington, D. C.

The CHAIRMAN. Will you let the stenographer take this paper over-night?

Mr. POTTER. All right.

(The list referred to follows:)

October 4, 1944—Soldiers With Coupons—OPA Show 6, 1211

	Mailing charge	Record charge
Burgess OPA, Wilmington, Del.....	\$0.36	\$6.50
WFBG, Altoona, Pa.....	.36	6.50
WJAC, Johnstown, Pa.....	.36	6.50
WCED, Dubois, Pa.....	.36	6.50
WCAM, Camden, N. J.....	.36	6.50
WSNJ, Bridgeton, N. J.....	.36	6.50
WBAX, Wilkes-Barre, Pa.....	.36	6.50
WBRE, Wilkes-Barre, Pa.....	.36	6.50
WHB, Harrisburg, Pa.....	.36	6.50
WIP, Philadelphia, Pa.....	.36	6.50
WHAT, Philadelphia, Pa.....	.36	6.50
WDAS, Philadelphia, Pa.....	.36	6.50
WIBG, Philadelphia, Pa.....	.36	6.50
WTEL, Philadelphia, Pa.....	.36	6.50

October 4, 1944—Soldiers With Coupons—OPA Show 6, 1211—Continued

	Mailing charge	Record charge
WSAN, Allentown, Pa.....	\$0.36	\$6.50
WHOM, New York, N. Y.....	.00	6.50
WRAW, Reading, Pa.....	.36	6.50
Weiner, OPA, New York, N. Y. (3).....	.00	19.50
WBAB, Atlantic City, N. J.....	.36	6.50
WWDC, Washington, D. C.....	.36	6.50
WSBA, York, Pa.....	.36	6.50
WABY, Albany, N. Y.....	.36	6.50
WKNY, Kingston, N. Y.....	.36	6.50
WSNY, Schenectady, N. Y.....	.36	6.50
WNBZ, Saranac Lake, N. Y.....	.36	6.50
WKBW, Buffalo, N. Y.....	.36	6.50
WGR, Buffalo, N. Y.....	.36	6.50
29 packages, at 20 cents.....	9.00	188.50
Less 40 percent.....	5.80	75.40
	14.80	113.10
		14.80
Total.....		127.90

Mr. THOMAS. What is the station in Washington, D. C.?

Mr. POTTER. WWDC.

Mr. THOMAS. Mr. Chairman, I suggest that we now adjourn until 10 o'clock tomorrow morning.

The CHAIRMAN. Let us proceed for awhile now.

Mr. THOMAS. How much more have you got from Mr. Potter?

Mr. ADAMSON. Five or ten minutes.

The CHAIRMAN. Let us proceed with Mr. Potter and then decide what to do.

Mr. POTTER. I will be glad to enter into the record, Mr. Adamson, the correspondence we had with the other regional officers.

Mr. ADAMSON. May we receive that as one exhibit, Mr. Chairman? If you will be good enough to clip all the correspondence together, we will enter that in the record as exhibit 12.

The CHAIRMAN. Very well.

(The correspondence referred to, to be furnished by Mr. Potter was given the number exhibit No. 12.)

Mr. ADAMSON. When Mr. Potter sends it in, we will have a place for it in the record.

Now, when the transcriptions go out, Mr. Potter, do those transcriptions include the name of Standard Brands?

Mr. POTTER. I understand not, sir.

Mr. ADAMSON. So that the play goes out with merely the opening and closing of the OPA? Is that correct?

Mr. POTTER. Yes.

Mr. ADAMSON. And they are doing very well, you say, around in these stations.

Mr. POTTER. I have no knowledge of how well they are doing.

Mr. ADAMSON. Would you continue to send them out if they were not doing so well?

Mr. POTTER. We would not send them out if they were not asked for.

Mr. ADAMSON. And you mean by the station, not by the regional officials of the OPA?

Mr. POTTER. I am not familiar, and I don't believe anyone in the Washington office is familiar with the relationship of the OPA local people in each of these areas and this radio station. That all comes under the supervision of Mr. Woolley. I am sure he can provide you with such information as we have. We don't know in the Washington office what the relationship is between the stations and any efforts on the part of OPA to have those programs presented.

Mr. ADAMSON. As I understand it, the radio station at this time asks for them, and they run these plays on their own time and without compensation from you or anyone else?

Mr. POTTER. I do not think we know what happens to them in the Washington office. All that we know is that they go out to these stations. Mr. Woolley may be able to supply some additional information.

Mr. ADAMSON. Well, in the case of the scripts themselves, when you send them out, do you know what becomes of them when they go outside of this region No. 2? I believe this is No. 2, is it not?

Mr. POTTER. No. 2, New York.

Mr. ADAMSON. When those scripts go outside of Mr. Woolley's region, do you know who they go to, and what is done with them?

Mr. POTTER. They go to our regional office, and, as Mr. Bowles told you this morning, we do not attempt to dictate the information program of these regional offices. That is left very largely in the hands of the regional administration. If he sees some use to be made of it, he uses it; if he doesn't, he just discards it.

Mr. ADAMSON. Is the program now sponsored by Standard Brands over WOR the only program of which you have knowledge, which is paid for both with regard to the talent and the time, by an independent advertiser not connected with the Government in any way?

Mr. POTTER. I would like to answer that in this way, if I may: There was organized early in the war, by the National Association of National Advertisers, the American Association of Advertising Agencies, the American Newspaper Publishers Association, the Radio Broadcasters National Organization, of which I do not know the name, and I believe, by the Associated Business Press, what was called the Advertising War Council, the purpose of which was to give the Government aid in financing the presentation to the American people of various war programs. I know that the Treasury Department has made very widespread use of that service. I know the War Production Board has made very widespread use of that service. I don't know how many hundreds of thousands of dollars were spent by advertisers in support of the scrap drive. I suppose millions of dollars have been spent by the advertisers in support of various war programs. The sponsoring of this program by Standard Brands is only a very small part of something that has been a very big thing during the period of the war. We have had, I suppose, hundreds of thousands of dollars spent by these various grocers of the country in support of our consumer-grocer program. This is only one small instance of the total amount of money spent by private business in support of OPA programs, and so far as the radio program, a dramatic radio program, is concerned, I know of none other being sponsored in the country.

Mr. ADAMSON. That is a point I am trying to make, Mr. Potter. It took us a long time to get it. The only one that you know of is in

the hands of Mr. Tex Weiner, in New York, and it is distributed very widely to the rest of the country, not restricted to region 2, of which Mr. Weiner is the radio director?

Mr. POTTER. No transcriptions, I understand, are going outside of region 2.

Mr. THOMAS. But the scripts are? Why do you make a distinction between scripts and transcriptions?

Mr. POTTER. Simply this; if we sent a transcript—if we sent out a script, they may or may not use it. If they order a transcription, you are pretty certain the program is going on.

Mr. THOMAS. Are you sending out scripts voluntarily or are they requested?

Mr. POTTER. We send them out to our regional offices.

Mr. ADAMSON. All of them?

Mr. POTTER. I imagine so.

Mr. ADAMSON. Every region in the United States gets the script?

Mr. POTTER. We have eight regions. I do not know whether they are all going out every time, but I know—I will enter in the record, as I told you, the contests that we have had with our regional officers regarding it.

Mr. THOMAS. Does Mr. Woolley know whether these scripts are going out?

Mr. POTTER. I could not say about that, but I will enter in the record everything we have on this relation, so that your record will be complete.

Mr. ADAMSON. Actually, are they sent from the Washington office, or the New York office?

Mr. POTTER. If they are sent, I should think they should go from the New York office on the order, the instructions, of the Washington office.

Mr. ADAMSON. If they are produced in New York and distributed from New York to all of the regions in the United States.

Mr. POTTER. If they go outside of region 2, it would be on the instructions of the Washington office. They have no authority—if they send them outside of that, it would be on instructions of the Washington office. They would be simply acting on our orders.

Mr. ADAMSON. Have you gentlemen any further questions?

Mr. MURDOCK. I would like to ask whether any of these scripts are available for the committee to study?

Mr. ADAMSON. We have had quite a study made of them and tomorrow we will bring them on.

Mr. POTTER. I would like to say that we have the transcriptions themselves here and the machine if the committee wishes to hear them.

Mr. ADAMSON. Our man has already listened to them through your courtesy, and that would take hours to do.

Mr. POTTER. We might take one that you thought was particularly bad and put that on for the committee if they wish to hear it.

Mr. ADAMSON. If the chairman wants to do that?

The CHAIRMAN. We have the scripts containing the broadcast. I do not think the oral presentation of it would add anything.

Mr. THOMAS. You have a man who will bring them on tomorrow?

Mr. ADAMSON. Yes, sir; we have had a man digest them.

Mr. THOMAS. As I understand it, what you have been trying to do is to build a foundation.

Mr. ADAMSON. To show you the mechanics of how the thing runs. Without doing that, I do not see how you could get it. And Mr. Bowles wanted to get away, so I took him out of order. Then Mr. Potter is his assistant and I had to call him.

The CHAIRMAN. Are there further questions?

Mr. MUNDT. If we are going to have the actual scripts tomorrow, I suggest we have them played on the machine, not given to us in some mimeographed form.

The CHAIRMAN. I don't think that can be preserved in the record, and I certainly would not favor their being played on a machine. We will have to have the script entered in the record, so we can determine from the contents of the script in performance—in permanent form, whether or not they are of a subversive nature, which is the only point of this hearing. If we deviate here, we can deviate in a great many ways.

Mr. POTTER. We shall have the records here and the machines, if you want to hear them. That is up to the committee.

The CHAIRMAN. Well, if the members of the committee want to hear them individually, that is up to them, but certainly, as chairman of the committee, I will not permit them to be played as part of the hearing.

Mr. MUNDT. As a member of the committee, I protest.

The CHAIRMAN. Are there any further questions, gentlemen?

Mr. LANDIS. Just one question. You say Mr. Weiner is on the pay roll of OPA?

Mr. POTTER. Yes, sir.

Mr. LANDIS. Do you know what his salary is?

Mr. POTTER. \$3,800 a year.

The CHAIRMAN. What is his title?

Mr. POTTER. Regional radio director.

The CHAIRMAN. How long has he been on the pay roll in that capacity?

Mr. POTTER. Almost a year. I think it was just about a year ago he went on the pay roll.

The CHAIRMAN. He had not been employed by OPA prior to that time?

Mr. POTTER. He had not, and my understanding is that OPA has no connection with him, except that we wanted somebody for this type of work, and he was on the civil-service list, and we called him in and employed him.

Mr. THOMAS. You just happened to get his name on the list?

Mr. POTTER. That is my understanding.

Mr. THOMAS. You know nothing about him?

Mr. POTTER. No, sir.

Mr. THOMAS. Have you got the file on his employment record?

Mr. POTTER. Yes, I have. I will be glad to file it.

Mr. THOMAS. Who was he employed by before he came with you?

Mr. POTTER. He was employed by—he was a free-lance writer before we employed him, writing many radio shows. He was not employed by Benton & Bowles, but he wrote scripts for some of the Benton & Bowles shows. He was also employed by other people. He wrote scripts for the Prudential Family Hour. For 6 months he contributed free of charge the show for the United States Navy.

He wrote Counter Spy for Philip Lord. That is not the Standard Brands man. He wrote a lot of their script. He wrote the Salute to Youth for the Goodyear Tire & Rubber Co.

I may say that this Soldiers With Coupons show was given an award by the Ohio State University for outstanding radio show.

Mr. ADAMSON. There was another organization that gave him a medal, too. What was that, Mr. Potter?

Mr. POTTER. The Salute to Youth program, put on by Goodyear Tire, with the Arthur Cudner Agency as the agency. There was the Chaplain's Story, and he was given an award for the outstanding show of the year in the promotion of radio tolerance and brotherhood on this show put on in which General Arnold appeared.

Mr. THOMAS. Who gave him that award?

Mr. POTTER. That award was by the National Conference of Christians and Jews.

Mr. THOMAS. Did you ever check up to find out what organization Tex Weiner had been a member of in the past?

Mr. POTTER. I have no idea of that.

Mr. THOMAS. Does his civil-service record show that?

Mr. POTTER. The record we have does not show anything about the membership in organizations. Now they make an investigation of everybody that goes on the government pay roll today, and rather a special one, I understand.

Mr. THOMAS. Have you got a copy of their report on Tex Weiner?

Mr. POTTER. I have not, but I will be glad to get it.

Mr. THOMAS. Will you get it for the record?

Mr. POTTER. I will be glad to get one.

Mr. ADAMSON. Didn't he work for Orson Welles at one time?

Mr. POTTER. He may have worked on some Orson Welles show, but he was not employed by Orson Welles.

Mr. ADAMSON. And I believe his record also shows that he attended Temple University, is that true?

Mr. POTTER. I think that is on his employment record; yes.

Mr. ADAMSON. And that he received a degree from National University here in Washington?

Mr. POTTER. I don't know. He went to National University, I believe the record shows; yes.

Mr. ADAMSON. My recollection was that his record shows that he had a degree from National University.

Mr. THOMAS. When we meet tomorrow, could you submit all that information, particularly the civil-service report?

Mr. POTTER. I will be glad to do that.

Mr. ADAMSON. That is all I have now.

The CHAIRMAN. The committee will adjourn until 10 o'clock tomorrow morning.

(Whereupon, at 12 o'clock noon, the committee adjourned until 10 a. m., Thursday, June 21, 1945.)

INVESTIGATION OF UN-AMERICAN PROPAGANDA ACTIVITIES IN THE UNITED STATES

THURSDAY, JUNE 21, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON UN-AMERICAN ACTIVITIES,
Washington, D. C.

The committee met at 10 a. m., Hon. Edward J. Hart (chairman) presiding.

The CHAIRMAN. The committee will please come to order. Mr. Woolley, will you be sworn?

TESTIMONY OF DANIEL R. WOOLLEY, NEW YORK CITY, ADMINIS- TRATOR, REGION 2, OPA

(The witness was duly sworn by the chairman.)

Mr. ADAMSON. I understand, Mr. Chairman, that Mr. Woolley, the regional director of New York, would like to get back to New York today, so I am going to change the order of calling witnesses so as to permit him to testify at this time and leave, if he so desires. I understand the House meets at 11 o'clock this morning, and I expect to finish with Mr. Woolley before 11, and I may be able to get in another witness, too, before that time.

Mr. THOMAS. Just a minute. This other witness that you refer to, is this very important witness that we just discussed a couple of minutes ago?

Mr. ADAMSON. He could start his testimony but could not complete it by 11.

Mr. THOMAS. I think, then, under the circumstances, we should put him on first.

Mr. MUNDT. I think that is up to counsel to proceed as he desires.

Mr. ADAMSON. First, I want to accommodate Mr. Woolley and get through with him so that he can get back to New York. Mr. Woolley, will you state your full name and your present address and your title?

Mr. WOOLLEY. Daniel Kittinger Woolley, 25 Second Place, New York City. I am the regional administrator of region 2, Office of Price Administration, New York City.

Mr. ADAMSON. How long have you occupied that position?

Mr. WOOLLEY. Two years in November, coming November.

Mr. ADAMSON. What business were you in prior to your connection with the OPA?

Mr. WOOLLEY. I was vice president and general sales manager of Standard Brands.

Mr. ADAMSON. And you retired from that company now?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. And you receive the company's pension, do you?

Mr. WOOLLEY. No, sir.

Mr. ADAMSON. You are not on pension?

Mr. WOOLLEY. I am not on pension.

The CHAIRMAN. You also occupied a municipal office, did you not?

Mr. WOOLLEY. I was commissioner of markets under the LaGuardia administration, following my retirement. My retirement only lasted a very short time.

Mr. ADAMSON. Standard Brands, as I suppose you heard Mr. Stetler testify yesterday, is engaged in the advertising of food products; is that correct?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. How long were you in the advertising field, Mr. Woolley before you retired from Standard Brands?

Mr. WOOLLEY. I would say about 35 years.

Mr. ADAMSON. And I suppose you are acquainted with Mr. Bowles in the advertising business?

Mr. WOOLLEY. I never was acquainted with him in the advertising business. They did not handle any of our advertising.

Mr. ADAMSON. You did not know him before you became connected with OPA?

Mr. WOOLLEY. I probably had met him, but I did not know him. I didn't have any connection with him.

Mr. ADAMSON. And you had no connection with Benton & Bowles, his advertising firm?

Mr. WOOLLEY. No, sir.

Mr. ADAMSON. As I understood Mr. Bowles' testimony, his company, Benton & Bowles, also handled the advertising for food distributing concerns. Is that correct?

Mr. WOOLLEY. I would not know.

Mr. ADAMSON. You don't know that?

Mr. WOOLLEY. Not first-hand knowledge, I would not know that.

Mr. ADAMSON. Can you tell us about the mechanical set-up, the operation of the regional office of OPA and the organic relationship with the main office of OPA here in Washington?

Mr. WOOLLEY. Well, I am, of course, personally appointed by Mr. Bowles to administer the rules and regulations of the Office of Price Administration. As for the actual operation of the region, we operate under directives. My principal directive is A. 04, which gives me the authority under which I handle the region.

Mr. ADAMSON. You say, "handle the region." Does that give you exclusive jurisdiction and authority to employ and discharge employees?

Mr. WOOLLEY. Under, of course, the civil-service regulations. The fact is, I cannot hire nor fire anybody in the Office of Price Administration.

Mr. THOMAS. What was that answer?

Mr. WOOLLEY. I can neither hire nor fire anyone in the Office of Price Administration, except by appeal to the United States Civil Service Commission.

Mr. THOMAS. Can't you get rid of somebody if you do not need his services any more?

Mr. WOOLLEY. That brings about a declaration and has to go to the Civil Service Commission.

Mr. THOMAS. You mean to say that if you have a person there who, we will say, is stealing something or doing something that you do not like as an employee, you cannot do anything about it?

Mr. WOOLLEY. I can bring them up on charges. I have to prefer charges.

Mr. ADAMSON. Had you ever brought charges against anybody?

Mr. RANKIN. Let him finish that answer.

Mr. WOOLLEY. To prefer charges—I don't know whether I am guilty or the person I am trying to get rid of is guilty.

Mr. THOMAS. Have you ever brought charges against anybody?

Mr. WOOLLEY. No, sir.

Mr. THOMAS. How do you know whether he is guilty or not?

Mr. WOOLLEY. How do I know that?

Mr. THOMAS. Yes, sir.

Mr. WOOLLEY. Well, charges have been brought against people but not by myself certainly. I know the procedure of bringing the charges.

Mr. THOMAS. What do you mean when you say you don't know whether you are guilty or not?

Mr. WOOLLEY. I say before you get through, you don't know who is guilty.

Mr. THOMAS. But you haven't brought any charges, so how do you know?

Mr. WOOLLEY. I take a little poetic license in that statement.

Mr. RANKIN. You mean that if you prefer charges against one of these individuals, they have to be tried then by the Civil Service Commission, then, do they not?

Mr. WOOLLEY. That is right.

Mr. RANKIN. And not by your outfit.

Mr. WOOLLEY. And if they are veterans, there enters additional procedure.

Mr. RANKIN. What is that additional procedure?

Mr. WOOLLEY. I would have to refer you to the record on that.

Mr. RANKIN. But now additional procedure by whom?

Mr. WOOLLEY. By me or whoever I appoint; whatever deputy I appoint to hold the hearings plus the personnel that would be brought into the picture from civil service.

Mr. RANKIN. Then, so far as misconduct in your department is concerned, it is in the hands of the Civil Service Commission?

Mr. WOOLLEY. Wait a minute. To what extent. I certainly have agreed—I have a great deal of influence. If I don't like the way a person is handling his division, I can change that in several ways. I can either put them in another department or remove them, or if they are vicious, then they have to be brought up on charges.

Mr. RANKIN. Then if you bring him up and the Civil Service Commission brings in the verdict, "We, the jury, find this man who stole the horse, not guilty," then you can get rid of him.

Mr. WOOLLEY. I cannot do anything about it.

Mr. RANKIN. In other words, the Civil Service Commission is supreme when it comes to keeping people on the Federal pay roll, regardless of what they are charged with?

Mr. WOOLLEY. I would not like to answer that because I think "regardless of the charges," is a very broad term.

Mr. RANKIN. Suppose they came up and said, "We don't find the facts substantiated," there is not a thing in the world you can do

about it unless you appeal to the President to issue an Executive order ordering his removal from the pay roll.

Mr. WOOLLEY. In answer to that, my power to hire and fire is very limited.

Mr. RANKIN. What I am trying to show is that when you catch people here in the Federal service violating the law or committing offenses, they just bounce them from one agency to another, under the jurisdiction or supervision of the Civil Service Commission?

Mr. WOOLLEY. I am not making that statement.

Mr. RANKIN. Well, I am.

Mr. THOMAS. Do you have any employees who are not under civil service?

Mr. WOOLLEY. No, sir.

Mr. THOMAS. They are all civil service?

Mr. WOOLLEY. Yes, sir.

Mr. THOMAS. I see.

Mr. MUNDT. Have you ever, speaking of you now as OPA—have you ever brought charges against any employee, tried to remove that employee, and had the Civil Service nullify your action?

Mr. WOOLLEY. No, sir.

Mr. MUNDT. In other words, you have been just speaking about a hypothetical situation that might develop?

Mr. WOOLLEY. I am talking about the procedure, what is actually the fact.

Mr. MUNDT. You have never been through the procedure as an official of the OPA?

Mr. WOOLLEY. No.

Mr. MUNDT. So it is just a hypothetical supposition?

Mr. WOOLLEY. Yes.

Mr. ADAMSON. Mr. Woolley, this procedure that you refer to—let us look at the employment end of it for a moment. When your regional office wishes to employ a man as a general supervisory official, such as radio director for the whole region, how do you go about choosing that man with the assistance of the Civil Service Commission?

Mr. WOOLLEY. The heads of the department concerned will ask Civil Service if they have a list. The heads of the department concerned will ask for a list of individuals meeting the job description, and if they have, they submit the list and the head of the department talks to them as to their qualifications, as to what they can do, and if they are suitable, we put them on the pay roll.

Mr. ADAMSON. When they submit a list to you, how many are on the list?

Mr. WOOLLEY. I should say ordinarily three.

Mr. ADAMSON. And you choose one of the three?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. You do have a right to pass over two names?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. And do you have personal knowledge about the employment of Mr. Weiner, or does someone else in your office do that?

Mr. WOOLLEY. I had nothing to do with the actual employment of Mr. Weiner. He came into the department as an individual that we needed for the purpose of writing radio scripts.

Mr. ADAMSON. Who, in your office, would have knowledge of Mr. Weiner?

Mr. WOOLLEY. Mr. Mencher would, I think, in this case. He engaged him.

Mr. ADAMSON. What is his title?

Mr. WOOLLEY. He is Director of Information.

Mr. ADAMSON. And is he employed by Civil Service, too?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. Is your position subject to civil service?

Mr. WOOLLEY. Yes, sir. It was advertised for. My job was advertised for.

Mr. MUNDT. I think the record is a little unclear at one point. I don't appear as an advocate of the Civil Service Commission; but you said that he, as an administrator, has the right to pass over two of the three names recommended. As a matter of fact, he can pass over all three, pass them over as often as he wants to.

Mr. ADAMSON. You are right about that, Mr. Mundt. I had the assumption in mind that he intended to choose one of the three.

Mr. MUNDT. He can pass over all three and ask for a new list.

Mr. WOOLLEY. That is right.

Mr. ADAMSON. So you are not compelled to accept any particular man, are you?

Mr. WOOLLEY. No; I can keep on sending back for a list if necessary.

Mr. ADAMSON. And it is true also, that if the list is exhausted, the Civil Service Commission has machinery by which they can augment that list by asking for additional applicants? They have a form of official advertising saying such a rating is opening?

Mr. WOOLLEY. I think you are asking a question that I could not really answer.

Mr. ADAMSON. If you do not know, just say so.

Mr. WOOLLEY. I do not know.

Mr. ADAMSON. Can you tell us exactly how you distribute those things over the country, and any details that you think are essential.

Mr. WOOLLEY. Well, the so-called script is written, and then that script is edited by OWI, and then we produce the show, and as we produce the show we produce these records, so-called platters and the platters are pressed, and we send them out to our district offices of which there are 17. There have been requests, I understand, although I could not tell you who they are, for additional platters to go out into other regional offices. Now, the scripts are sent as a result of having included them in a so-called radio kit—and this is my best understanding of it—under oath, I do not suppose I can promise it is altogether true; they are sent out in what we call a radio kit, from the national office, and that kit consists of any live information that they think would be advantageous in the education of the public.

The script is sent rather than the platters, due to the fact that as administrator (regional), I open and close the show, and obviously, another regional administrator would not want Woolley in New York to be telling his public—giving them his ideas on the control of prices and rationing for their division. They want to do it themselves.

Mr. ADAMSON. So that all you are interested in is transmitting the substance of the play itself to the offices of—offices outside of your region?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. And these other regional directors have the privilege of doing just as you do in your region, that is, making a little speech in connection with the play?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. And you open and close the programs? Is that correct?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. Now, these transcriptions that go out to your 17 district offices, they do include your statements, do they not?

Mr. WOOLLEY. Within my own region; yes.

Mr. ADAMSON. But those transcriptions that go to your district offices do not carry the name of Standard Brands?

Mr. WOOLLEY. No; I do not think so. I am not sure on that. I have been told that they did not; that the only ones that carry Standard Brands are the ones that go to Standard Brands for them to listen to in their own office.

Mr. ADAMSON. Well, let us get that straight now. Is that one that is transcribed on the program for which Standard Brands pays?

Mr. WOOLLEY. Is it what?

Mr. ADAMSON. A transcription that is made, including the name of Standard Brands—that is made at WOR?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. Now, the other transcriptions that go to your district offices, is it your understanding that they are made somewhere else, not at WOR?

Mr. WOOLLEY. I don't know of that. So far as I know, they are made there from the original transcription, and pressed in some factory. I would not know about the mechanics of that.

Mr. ADAMSON. How they take out the name of Standard Brands?

Mr. WOOLLEY. You can delete that line. The words "by the Courtesy of Standard Brands," can be taken out of the script.

Mr. ADAMSON. That is mechanically possible?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. Yes, sir. You know that?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. Now, these written scripts that are sent out, I understood Mr. Potter yesterday to say that they were distributed by your office. Now, are you sure that they are sent out by the national office?

Mr. WOOLLEY. If they are sent out from our office, they are sent out at the direction of the national office. We have no connection—there is no connection between our office and any other regional office. Everything we do would go through the national office.

Mr. ADAMSON. Who would know about that?

Mr. WOOLLEY. If they are not, I will be greatly surprised, because that is not the way it should be done.

Mr. ADAMSON. Then it is your understanding that these scripts are distributed by the national office?

Mr. WOOLLEY. That is right. Whatever distribution is made, would be made by the national office.

Mr. ADAMSON. Then you think Mr. Potter's description of that detail—

Mr. POTTER (interposing). I agree to answer that whole thing in the record.

Mr. ADAMSON. All right. I want to get through with Mr. Woolley first.

Mr. POTTER. I have it here whenever you want it.

Mr. THOMAS. Then they are set out from the National Office?

Mr. WOOLLEY. So far as I know.

Mr. MUNDT. Why not straighten this point out while we are on it? Mr. Potter says he has the answer with him. Why not let him state it now?

The CHAIRMAN. It is in the form of correspondence, is it not?

Mr. POTTER. It is in the form of records or radio kits. It is a collection of papers going out to—going out and describing various radio material that other regional offices may make use of. We sent out five scripts, I think, to introduce this program, let the other regional offices know about it.

I have the notices with which those were sent out, which I will be glad to enter in the record, and we felt, after sending out five of them, that the other regionals knew about them, and if they wanted additional copies, they could get them.

Mr. ADAMSON. Then you think Mr. Woolley's statement is correct, that they are distributed by the national office, rather than the regional office?

Mr. POTTER. We distributed five of them to all of the people. We did not send them out after that. We thought that if they wanted any more, they could get them, if they liked the program and wanted to make use of it, they could get it either through the national office by writing direct.

Mr. ADAMSON. When was your last distribution of them, approximately?

You need not give us the exact date.

Mr. POTTER. I can give you the exact date very easily. The first one was on September 18, 1944, and for five succeeding weeks, we sent out the scripts, so that the other regional offices would know, if they wanted to make use of it, they would know what the program was.

Mr. MUNDT. You have been sending them out from your office since last October?

Mr. POTTER. We have not sent them to all the regional offices. I understand that the Denver regional offices have made some use of this program, but not through using the records or transcriptions made in New York. They have adapted it to their own uses.

Mr. ADAMSON. They write in and ask your office to send the script, and you send it to them?

Mr. POTTER. That is right. But we sent them out to all of the regional administrators for 5 successive weeks, so that they would be familiar with the nature of the show, and if they wanted to make any use of it, they could do so.

Mr. ADAMSON. So far as you know, is it the Denver office that is using this?

Mr. POTTER. That is the only office that has made use of them.

Mr. ADAMSON. That is currently?

Mr. POTTER. Yes, sir.

Mr. ADAMSON. Now, Mr. Woolley, did you know Mr. Weiner at all before he was employed by your organization?

Mr. WOOLLEY. No.

Mr. ADAMSON. You had no contact with him?

Mr. WOOLLEY. No.

Mr. ADAMSON. And you say you personally did not select him?

Mr. WOOLLEY. No.

Mr. ADAMSON. And you did not go over the civil-service list when that position was filled, that is, you personally?

Mr. WOOLLEY. No.

Mr. ADAMSON. And you know nothing about his qualifications?

Mr. WOOLLEY. No; except what I have read of the Civil Service.

Mr. THOMAS. Have you read the Civil Service report on Mr. Weiner?

Mr. WOOLLEY. I have since this investigation. I had not before.

Mr. ADAMSON. If you found that the background on which his application was based to the Civil Service Commission was erroneous and misleading, would it be your purpose to take any steps in the matter?

Mr. WOOLLEY. I would think that if the information on Civil Service was erroneous and deliberately so, I would not want him as an employee in the region, and that I would refer it back to Civil Service, of course.

Mr. ADAMSON. In other words, you feel that all you could do would be to tell the Civil Service Commission that you are dissatisfied with him, and you think they should take the necessary steps to separate him from your Department?

Mr. WOOLLEY. That is correct.

Mr. ADAMSON. And a hearing would then be held by the Commission, not by you?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. Now let us get into the question of programs, Mr. Woolley.

Mr. THOMAS. Before you leave that, don't you think—does counsel have any idea that there is anything in the Civil Service report that is a misstatement?

Mr. ADAMSON. We are informed that it is erroneous, Mr. Thomas, but we have not fully completed our investigation, and we don't want to make any erroneous statements concerning it until it is completed, until we are sure. We always double check that because, in many instances you find people who have similar names, and we always try to be accurate. Just as yesterday I cleared up the question here about Phillip Lord. There is one Phillip Lord who is a director of Standard Brands, and another one who is not. Now, Mr. Woolley, this program that is paid for by Standard Brands, if you heard Mr. Stetler's testimony, you know that he said he went away on a trip and when he came back the matter was on his desk. Who suggested to Standard Brands that they finance this? Was that you?

Mr. WOOLLEY. Well, Standard Brands, and I think about three other companies, were suggested as being people who were willing to contribute their funds for the support of the Government's activities, and naturally, my acquaintance with Standard Brands is a vrey friendly one, and I think that right now they are contributing something like \$300 spots on their radio program for various war activities. So I asked several of the men up there if we would consider that—I did not ask them. They were asked and the answer came back that if I wanted it, they would be glad to do it. I told them I wanted it, so it was done.

Mr. ADAMSON. The thing that I cannot get clear in my own mind, Mr. Woolley, is why it was necessary to have someone pay for the time when the radio stations were already providing free time for the program.

Mr. WOOLLEY. I will have to explain that because we were on a small New York station. This station was a fairly expensive show in time and I consider money. The station time on the small station was given to us but we had a very limited audience. It did not cover the rest of the region and I finally decided that unless we could get a more important station and a station with more coverage, we would have to abandon it, because we did not have the money with which to buy radio time. I approached a couple of—well, not two—I approached one of the big networks and asked them if it would be possible for them to give us the time on their station, and they said they had already, like most of the other stations, allotted all of the free time they could possibly afford to give, and therefore, we were at a dead end unless we could buy the time through the generosity of some company who wanted to make it a public service. Otherwise, we would have gone off the air with the show.

Mr. ADAMSON. But you are sending the show out to 17 district offices now, where it is being broadcast free of charge? Is that not true?

Mr. WOOLLEY. I can't put that together. What do you mean by that?

Mr. ADAMSON. You are sending these transcriptions out, you say, to your district offices—17 of them.

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. And I understand they are being broadcast by the radio stations free of charge?

Mr. WOOLLEY. Well, there are many stations in each of these districts.

Mr. ADAMSON. Did you send a record to each of those stations—or do you?

Mr. WOOLLEY. No; we send a record to each of the districts, and when the radio people call up and say, "Have you got any material for us?" We have some time. Sometimes it is one time and sometimes it is another—just whenever they have space, and they ask, "Have you any material for us?" Then they let them have this platter, which fills in this; they either do that or they supply script, or they give them other materials that they can use for the time that they are willing to give.

Mr. ADAMSON. But they are running the show free of charge? Is that not true?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. And they do cover your region pretty well?

Mr. WOOLLEY. Yes.

Mr. ADAMSON. So that you do not need a powerful station in New York to reach out and cover the rest of the region, do you?

Mr. WOOLLEY. Well, I don't know whether you know that technically, a so-called dead-end show is not nearly so good as a live show; in fact, when you put on a record and you say, "This is a recorded program" in radio parlance, you might just as well not put it on.

The CHAIRMAN. Mr. Woolley, I assume that some of these smaller stations that lie within the various districts are never listened to by

the great majority of people who reside in that section, as against a station like WOR, that lies outside of the district?

Mr. WOOLLEY. I think that is correct, because as a matter of fact, we make no attempt to force a radio show on any radio station. They come to us and ask us for material. They do our price list, our rationings changes, and so forth, and it is a service that the radio people have been willing to give distribution to, as the newspapers have.

Mr. MUNDT. You mean little stations or big stations?

Mr. WOOLLEY. The big stations, you see, give—first of all, they give a tremendous amount of time to all Government activities, and they give as much as they have agreed to give—I don't know what it is, but there is a definite amount of time that has been decided upon. If you go to them for additional time they will say, "I am sorry, but we cannot give you our time." Ordinarily, we clear that time that we can get on a big station through OWI.

Mr. ADAMSON. On that point can you tell us the regulations laid down by your office, that Mr. Weiner is supposed to follow in handling this script? Let us assume that he has completed a script. What is he supposed to do with it then? How far ahead is he supposed to finish it?

Mr. WOOLLEY. I could not give you exactly the number of days or hours, but he is supposed to have it sufficiently far in advance so that OWI may edit the script as to quality and get it back to us in time for production.

Mr. ADAMSON. I understood Mr. Potter, I believe, and Mr. Bowles, yesterday to say that those scripts were also supposed to be edited by the Office here in Washington, the Office of OPA. Is that true?

Mr. WOOLLEY. Well, I do not know whether they are supposed to be edited. I think they are looked over, then referred to OWI. OWI has the final say as to what can go on the air. Of course, they are also edited by WOR.

Mr. ADAMSON. Is it your understanding that the Office of OPA here in Washington is supposed to edit this script or not? That is the point I am interested in.

Mr. WOOLLEY. Yes; they have every right to object to anything they do not like in the script.

Mr. THOMAS. Is it a question of right, or is it a question of ruling by the national office of OPA?

Mr. WOOLLEY. So far as I know, I don't think we have ever gotten a definite ruling in writing as to what the procedure is to be.

Mr. ADAMSON. But it has been your practice to send the script to the head office of OPA?

Mr. WOOLLEY. It is a definite ruling that OPA has to O. K. everything.

Mr. THOMAS. But at the present time in your head office of OPA—

Mr. WOOLLEY (interposing). I must admit that I do not know what the procedure is here in the national office for editing script.

Mr. ADAMSON. Mr. Potter said yesterday, as you remember, that the scripts were all supposed to come here to this office, because Washington happened to be in your region, as I understood him, and that they had a staff in the OPA office here.

Mr. WOOLLEY. No. Washington is not—the district office is in my region, not the national office. You have got the head office of the OPA in Washington, but we also have a district office that corresponds to the district in Trenton, or Pittsburg or Philadelphia.

Mr. ADAMSON. But Mr. Potter said yesterday that the scripts were supposed to come here to certain employees on the staff, who were charged with that duty, as I understood him.

Mr. WOOLLEY. I think that he said that; yes.

Mr. ADAMSON. And do you know whether or not Mr. Weiner has instructed to follow that procedure?

Mr. WOOLLEY. I know that he is not only instructed, but he does it.

Mr. ADAMSON. You do send them here and they do edit the script?

Mr. WOOLLEY. I do not know what they do with them. We send them here.

Mr. ADAMSON. And is it not true that they return them to Mr. Weiner with their editorial comments?

Mr. WOOLLEY. Yes, sir.

Mr. ADAMSON. And if you found that Mr. Weiner disregarded those instructions or those editorial comments, would you wish to keep him, still?

Mr. WOOLLEY. I might go so far as to agree that I think the editorial changes were out of order.

Mr. ADAMSON. That is a very important point, Mr. Woolley, that I would like to have you make clear to this committee. Which office is supreme in this matter?

Mr. WOOLLEY. The national office is supreme, but that does not keep a regional office from making a protest where, in the handling of the script, they make it innocuous and something that I am quite sure from my experience as a radio director, nobody will listen to.

Mr. ADAMSON. Well, in these instances which we will show subsequently, where Mr. Weiner has disregarded the editorial changes made here in Washington, are they made with your knowledge and consent, or just you tell—you tell him to go ahead and disregard them?

Mr. WOOLLEY. No.

Mr. ADAMSON. What is your policy?

Mr. WOOLLEY. For instance, if they change—after all, what we want to know in the production of a program is this: Is it in accordance with the policy of the Government—which, in this particular case, is set by OWI—or is it somebody's whim that they do not want to use it, to say when, why, where, or some other thing? To begin with, all of your radio scripts have to be changed naturally, at the last minute. They give me sentences that they have changed, that I can't say. I don't know whether you have been on the radio very much, but there are certain tongue-twisters that you have got to have simple language for. I will state this: I definitely would not permit any change in policy. When it comes to make the scripts readable and understandable either I can say, or the union actors can say—those people are all taken off the list—then I say, "Well, that would be better if that were changed this way." But we always tried to compromise. I am always hopeful that we will get along on an amicable basis.

Mr. ADAMSON. Let us assume a hypothetical case here, for the sake of clarifying it. Suppose Mr. Weiner sends down a script on the

first of the month. Suppose the staff here in Mr. Potter's office reviews the script, makes editorial changes and returns it on the 5th of the month. Suppose the show is scheduled to go on on the 10th. Mr. Weiner goes over the script on the 6th or 7th, as soon as he gets around to it, and he doesn't like the editorial changes that have been made in Washington; is it the policy of your office to disregard the changes made here in Washington and go ahead with the original script, or does he come to you and ask you what to do about it?

Mr. WOOLLEY. No; he does not come to me. The policy is for him to telephone the Washington office and say, "We think it would be better if you left this in the way it was in the first place."

If they still do not want it done, then we do what they tell us to.

Mr. THOMAS. Has that been the practice?

Mr. WOOLLEY. Yes.

Mr. MUNDT. If, instead of doing what they told you to, Mr. Weiner was to go ahead and still do what he pleased, would you still want to keep Mr. Weiner in your employ?

Mr. WOOLEY. No.

Mr. ADAMSON. Let me give you an example here, Mr. Woolley. Suppose Mr. Weiner followed the policy of outlining his opening in these plays, and in saying that this program is to assist OPA in its fight against fascism, for example, and the Washington office objected to the word "fascism" and wanted him to substitute "inflation" and Mr. Weiner persistently refused to make the substitution, but went ahead and used the word "fascism" instead of "inflation," how would you regard that conduct?

Mr. WOOLLEY. I would say that is very bad cooperation between Mr. Weiner and the national office.

Mr. ADAMSON. And if that is the fact, would you think that was ground for Mr. Weiner's discharge?

Mr. WOOLLEY. No.

Mr. ADAMSON. You would still want to keep him?

Mr. WOOLLEY. I would still want to keep him. I would consider that that was a matter of temperament between probably two individuals.

Mr. MUNDT. That is not quite clear to me. Let me see if I understand it, Mr. Woolley. I understand you to say that if, instead of displaying, or describing to the people of New York City that OPA is an agency to fight inflation, Mr. Weiner would describe it as an agency to fight fascism, you would say, "Well, that is O. K. We will still keep it 'fascism' instead of 'inflation.'"

Mr. WOOLLEY. Well, you are putting thoughts in my head that I never possibly could have.

Mr. MUNDT. That is what I understood you to say.

Mr. WOOLLEY. No; I say, if Mr. Weiner, in one instance, was asked to change the word "fascism" to "inflation" and he did not do that, I would say that that was very bad cooperation between Mr. Weiner and, therefore, I would censure him, but I don't think that that is cause for dismissal.

Mr. MUNDT. Just once?

Mr. WOOLLEY. I said once. I understood counsel only asked once.

Mr. MUNDT. If it was done repeatedly.

Mr. WOOLLEY. If it was done repeatedly and he repeatedly refused to do what he was told to do, Mr. Weiner would have to go.

Mr. ADAMSON. Mr. Woolley, don't you think that the staff in Mr. Potter's office here should be really better qualified to determine matters of policy in publicity for OPA than Mr. Weiner would be?

Mr. WOOLLEY. I think so.

Mr. ADAMSON. And don't you think there should be an iron-bound rule that Mr. Weiner should obey the instructions from Washington without argument or dispute?

Mr. WOOLLEY. No; I do not. I think we have problems in each one of these territories that are peculiar to themselves, and if you are going to reduce us to the status of a messenger or a mouthpiece office boy, then you don't need a regional office.

Let me just put one other thing in there. Of course, it depends a great deal on who the individual is who is making these decisions. If the decision comes from somebody who is responsible, that is one thing; if that correction or procedure comes from some little, low-down boy down the line, then I think that is another thing. I would like to know who the authority is for deciding a change in policy in the regional office.

Mr. ADAMSON. Didn't you hear Mr. Potter say yesterday that he had had several persons on his staff who were designated and charged with the duty of looking after this business?

Would you consider them to be too low down in the scale to receive proper respect and attention from your office?

Mr. WOOLLEY. I was interested in the exhibit that you put in from someone whom we had to inquire a long time to find out who he was.

Mr. ADAMSON. I do not think you are answering my question, Mr. Woolley. We have a situation here where Mr. Potter has said under oath that he has people in his office who have been designated to do this work.

Mr. WOOLLEY. That is right.

Mr. ADAMSON. How do you regard those people, whoever they are? Do they fall in this low-down class that you mentioned?

Mr. WOOLLEY. Mr. Potter has many people on his staff. Among them are people of great responsibility, for whom I have much respect, and those people, naturally, their orders are strictly adhered to, but once in a while somebody else creeps into it, and those we question, "Who are you, and what kind of orders are these you are giving us?"

Mr. ADAMSON. Well, you still do not answer the question, Mr. Woolley.

Mr. WOOLLEY. I think my choice of the expression "low down" was a little unfortunate. I mean low down in the scale of employment, not that they are low-down people.

Mr. ADAMSON. I understand that you mean relatively on the official scale.

Mr. WOOLLEY. That is right.

Mr. ADAMSON. Not in character. I did not take it in that manner.

Mr. WOOLLEY. Well, I hoped you would not.

Mr. ADAMSON. Now, let us stick to the people whom Mr. Potter described. He said they were delegated to do the work. I want you to tell me if those people—that is, in your estimation, the estimation of your office, are of sufficient responsibility to control this situation.

Mr. WOOLLEY. I would not know that.

Mr. ADAMSON. You don't know whether Mr. Weiner adheres to their instructions or not?

Mr. WOOLLEY. When there has been any conference in which I was brought in, I asked the head of the information—I have consulted with them and asked, “Is this the thing you want to do?”

And invariably we reach an amicable understanding and we go ahead with the show. Now, there is a certain amount of bickering that goes back and forth that I would consider so unimportant compared to the general scheme of things that I do not know who you mean by all these individuals. I don’t know who Mr. Potter meant, because I only know the heads of the various departments in the Office of Price Administration.

Mr. ADAMSON. I believe Mr. Potter named several here yesterday. You mean to tell me you never heard of them?

Mr. WOOLLEY. No.

Mr. ADAMSON. You do not even know who they are?

Mr. WOOLLEY. No.

Mr. ADAMSON. Well, Mr. Woolley, to cut this matter short, will you tell us now how much personal contact you have with this play and the supervision of the script and material and so forth? How much time do you devote to it?

Mr. WOOLLEY. I go on the rehearsal an hour before the show goes on, and I listen to the script very carefully. If I think there are things in there that are not presented properly—that do not properly represent and present the program and our ambition to hold inflation, or that would in any way reflect upon any class of people or any individual or any business, I immediately say I do not like those words the way that is said. They will have to be put a little differently, or we will have to delete that. I am given statements to make which are written for me, and I invariably change the writing to suit my own peculiar style first, and to see to it that they are things that I would care to say, things that are for the public good.

Mr. ADAMSON. But you are already in the studio then.

Mr. WOOLLEY. That is right.

Mr. ADAMSON. That is all of the supervisory attention that you give to the program?

Mr. WOOLLEY. That is right.

Mr. ADAMSON. And you don’t know what transpires, really, while the script is being edited and formulated?

Mr. WOOLLEY. No.

Mr. ADAMSON. It is 5 minutes of 11, Mr. Chairman.

The CHAIRMAN. Let us proceed with Mr. Woolley, Mr. Adamson.

Mr. ROBINSON. I thought we were going to get down to brass tacks today.

Mr. THOMAS. The attorney is putting on one witness right after another. He can’t put them all on at one time.

The CHAIRMAN. Let us proceed with Mr. Woolley, Mr. Adamson.

Mr. ADAMSON. I have no further questions of Mr. Woolley at this time.

The CHAIRMAN. Are there any other questions of Mr. Woolley by the committee?

Mr. THOMAS. Mr. Woolley, did you confer with anyone with a view to canceling these committee hearings?

Mr. WOOLLEY. I did not.

Mr. THOMAS. You never conferred with anyone?

Mr. WOOLLEY. No, sir.

Mr. THOMAS. That is all I have.

The CHAIRMAN. That is all, Mr. Woolley. Thank you very much. Now, we want to call Mr. Potter.

TESTIMONY OF ZENAS L. POTTER—Resumed

Mr. ADAMSON. Mr. Potter, I want to ask you if you would let me have that employment application that you mentioned in answer to a question here by one of the members. I want to get that in detail for the record.

Mr. Potter was sworn yesterday. You need not take the stand, Mr. Potter.

In response to a request——

The CHAIRMAN. Just a moment. So everything will be clear for the record, Mr. Woolley may now return to New York?

Mr. ADAMSON. Yes, sir. Thank you very much for coming down, Mr. Woolley.

In response to my request Mr. Potter has produced here for inspection by the committee an employment application by Mr. Tex Herman Weiner of 222 West Eighty-Third Street, New York City, which indicates that he was born on December 28, 1912, and he made this application for employment on May 16, 1944. He says he was born in Philadelphia, Pa., is married; 6 feet tall, weighs 200 pounds, so we can identify the gentleman if necessary. He describes his educational background, his qualifications, as Temple University Pre-Law School; National University School of Law, 3 years; LL.B. That was 1934-37.

After his law degree he went to a school called, Dramatic Workshop, Playwriting. He gives his previous employment by the Government as OWI, Overseas Branch. Says he at present is a free-lance radio writer. There are other details in his application, references, which I have looked over very briefly. He gives other people for whom he has worked, Benton & Bowles, Philips H. Lord, Columbia Broadcasting System. Then he says, Office, Bureau of Information, Public Relations, for the Department of Agriculture.

Mr. ROBINSON. Does he give the date and age?

Mr. ADAMSON. That will make him 31, he says here, last May. He has only been with the OPA, Mr. Robinson, for, I think, a little less than a year.

Mr. POTTER. That is right.

Mr. ADAMSON. I want this in the record so we might be able to identify him if we find there are other people in there named Weiner.

The CHAIRMAN. We will hear Mr. Potter now, Mr. Adamson, if you are ready for him.

Mr. ADAMSON. Mr. Potter has been sworn previously.

Mr. POTTER. Do you want me to enter in the record the material which you asked for?

Mr. ADAMSON. Yes. I understood you were going to bring that information in.

Mr. POTTER. As I have already stated, the office sent out to the regional administrators in other OPA regions besides region 2, information about this show, and a sufficient number of scripts to let the other regional administrators see the nature of this show and determine whether they wanted to make use of it or not. The first mailing was

on September 18, and along with lists of other radio material that the other regions might use, this statement was made:

Soldiers with Coupons. The New York Office is now doing a bang-up 15-minute dramatic program each week. Tex Weiner, regional radio director, writes and produces the show. With the exception of the regional administrator the cast is made up of professional actors and musicians. The cost averages about \$168 a week. The program is over WNEW, New York City, and transcribed for use in the district. About 26 stations are carrying the program now.

Knowing that many of you are interested in dramatic scripts, we will include the New York script in the sheets shipped each week, provided, of course, it is suitable for general distribution.

Mr. ADAMSON. Mr. Potter, that was up until May 1 or April 1? You mentioned WNEW there.

Mr. POTTER. Yes; that is right. You see, his was sent out to the regions when the show started.

Mr. ADAMSON. At that time WNEW was running the show free?

Mr. POTTER. That is my understanding.

Mr. ADAMSON. And who was paying the \$168 a week to the help?

Mr. POTTER. The regional Office of Price Administration, I believe, was paying it.

Mr. ADAMSON. All right; go ahead.

Mr. POTTER. On September 25, we again included a copy of the script with these words:

Soldiers With Coupons. New York's 15-minute dramatic script. Subject: Nylon Black Market.

On October 2, we sent out the script with these words:

Soldiers With Coupons. New York's 15-minute dramatic script. Subject: Rent Control.

On October 9, we sent out the script:

Soldiers With Coupons. New York's 15-minute dramatic script. Subject: The Black Market in Meat.

The CHAIRMAN. The others are similar, except in title?

Mr. POTTER. Just one more. On October 16 it was sent out with the words:

Soldiers With Coupons. New York's 15-minute dramatic script. Subject: Price Panel Assistants.

At that time we felt that the other regions had a better idea of the show, and if they wanted to make any use of it, they could do so. Since then there has been no distribution of special information about this show to another region.

Mr. ADAMSON. Mr. Potter, did you hear all of Mr. Woolley's testimony?

Mr. POTTER. I did, sir.

Mr. ADAMSON. Can you enlighten us on one point there? Mr. Woolley said he did not know of anybody on your staff who was assigned to the job of editing these scripts. Could it be possible that the regional office in New York does not know officially that you have such persons on your staff?

Mr. POTTER. I am sure that they know that we have people dealing with radio in the New York office. As I explained yesterday this radio script never would have come to New York, to our national office, for consideration save for the fact that our New York region overlapped to two OWI regions, otherwise, it would have been cleared

locally with OWI in New York. Since the program overlapped two regions, OWI wanted to clear it in Washington, consequently, it came into our New York office and we looked it over here, too, and shipped it to New York.

The CHAIRMAN. You said it came into your New York office?

Mr. POTTER. I beg pardon, sir. To our Washington office, and it was gone over here by our radio department, which heads up under Mr. Herb Little, who is Special Assistant Deputy Administrator in charge of—what is your title?

Mr. LITTLE. Editorial Division.

Mr. POTTER. In charge of the Editorial Division and supervises radio, press, magazines, visual, graphic presentation, and things of that kind.

Mr. ADAMSON. Do you regard Mr. Little's department as dependable and capable?

Mr. POTTER. Very much so.

Mr. ADAMSON. And you said yesterday that there was no other dramatic program put out over the air by OPA in the United States?

Mr. POTTER. Regularly presented, sir.

Mr. ADAMSON. As a regular program?

Mr. POTTER. That is right.

Mr. ADAMSON. So that if another regular dramatic program were authorized, you might require it to be sent to Washington for editorial comment, naturally?

Mr. POTTER. No; it would not come here. Normally, it would be cleared with the OWI office in the region where it originates.

Mr. ADAMSON. But there is no other such program in the country at the present time?

Mr. POTTER. No; but all our information programs originating in each region over the country are cleared with OWI in that region, provided it does not overlap a couple of OWI offices, in which case they might send it down to New York for clearance.

Mr. ADAMSON. That is all I have of Mr. Potter at this time, Mr. Chairman.

The CHAIRMAN. Any questions by the committee?

Mr. MUNDT. Mr. Potter, do you have the list of the radio stations which broadcast these platters without charge, as Mr. Woolley indicated?

Mr. POTTER. It was in—it was entered in the record yesterday, the names of the stations to which these transcriptions are sent.

Mr. ADAMSON. One inconsistency, Mr. Mundt—I understood Mr. Woolley to say that he had 17 districts, and that he picked out one station in each district that he wants to use that time.

Mr. WOOLLEY. I would say there is more than one station in each district, any station that happens to have time and is willing to use it, they can get it. It may not be the same station each week.

Mr. ADAMSON. I believe there were 25 or 30 stations on that list.

Mr. POTTER. There are, I think, 30 stations at the present time, making use of flashes.

Mr. ADAMSON. So there might be several stations in one district; is that correct?

Mr. POTTER. I think so.

Mr. WOOLLEY. Yes; that is right.

Mr. MUNDT. They are all small stations, I presume, except WOR?

Mr. POTTER. I don't know the list, sir. I don't recall. It was entered here. I imagine that they are mainly local stations used in the advertising business.

Mr. MUNDT. There has been considerable discussion during the time counsel was interrogating Mr. Woolley about the competency of the Washington office to give good advice to Mr. Weiner, so I wish you would tell us something about Mr. Little, so we can see whether he is low down in this scale of officialdom, or whether he has considerable capacity.

Mr. POTTER. We think Mr. Little a very able man. I believe he handled the news up here on the Hill for a great many years. He is a splendid newsman.

Mr. THOMAS. Then he could not be low down on the scale.

Mr. POTTER. I think he is a good man.

The CHAIRMAN. There was no inference in what Mr. Woolley said, that the heads of the department would be low down on the official scale.

Mr. POTTER. Oh, no.

The CHAIRMAN. There is a misconception on that score.

Mr. POTTER. I would just like to say this about that, that I think what Mr. Woolley referred to is the fact that a Mr. Van Brunt in our organization, who is not in the Radio Department wrote certain comments across one of these scripts, which was quoted in the record yesterday and Mr. Woolley did not concede that he was the man to properly determine what should go into the show, or what should not go into the show.

Mr. MUNDT. Is Mr. Van Brunt on the staff of Mr. Little?

Mr. POTTER. No; he is in the Program Planning Department there, and this script, apparently went over his desk and he wrote these comments.

Mr. MUNDT. Then the script is not sent to Mr. Little; it is sent to Mr. Van Brunt?

Mr. POTTER. No; it is sent to Mr. Little's office, and Mr. Van Brunt is not in Mr. Little's office; he is in another branch of the Information Department.

But this script happened to go over his desk and he wrote these comments which were read into the record yesterday.

Mr. MUNDT. But the usual procedure is for the script to go through Mr. Little's office?

Mr. POTTER. That is right.

Mr. MUNDT. And somebody is designated by him to make the corrections and modifications?

Mr. POTTER. Yes, sir.

Mr. MUNDT. So that the one that was criticized by Mr. Van Brunt just happened to be a deviation?

Mr. POTTER. Mr. Little may send the show to anybody around his office, he may send it to somebody to get his comments.

But Mr. Van Brunt is not in Mr. Little's office and is not regularly assigned to edit script.

He just happened to get this script, and he wrote across it.

Mr. ADAMSON. Mr. Potter, would you be good enough to tell us Mr. Van Brunt's title?

Mr. POTTER. I do not think he has a title, sir, except as a member of the staff of the Program Planning Department of the Branch of the Information Department.

Mr. ADAMSON. Well, as a matter of fact——

Mr. POTTER (interposing). He may have some title, but I could not tell you. He is not the head of the Program Branch—Program Planning Department.

Mr. ADAMSON. Is it not true that this script was sent to Mr. Van Brunt because they wanted his criticism?

Mr. POTTER. I imagine so, sir. I think the best thing to do, if you want to get into the editing of this—Mr. Little is here, and would be glad to go on the stand and tell your committee exactly what his editorial procedures were and how it happened to get into the hands of Mr. Van Brunt.

Mr. ADAMSON. You particularly referred to Mr. Van Brunt, and I assume from your testimony you regarded Mr. Van Brunt's memorandum as of little weight. Now, is it not true that they probably asked Mr. Van Brunt for his opinion because they had doubt about the program?

Mr. POTTER. I do not know the circumstances under which they shifted this to him. I don't know what value they put on his judgment. I think the best thing to do would be to ask Mr. Little those questions, because any answer that I gave you would be pure assumption on my part.

Mr. THOMAS. I would like to ask one question.

Mr. POTTER, did you confer with anyone with a view to canceling these committee hearings?

Mr. POTTER. Yes, sir.

Mr. THOMAS. Whom did you confer with?

Mr. POTTER. The chairman of the committee.

Mr. THOMAS. Who else?

Mr. POTTER. Mr. Robinson.

Mr. THOMAS. Who else?

Mr. POTTER. Mr. Bonner, I think.

Mr. THOMAS. Who else did you confer with?

Mr. POTTER. And I think Mr. Peterson.

Mr. THOMAS. Mr. who?

Mr. POTTER. Mr. Peterson.

Mr. THOMAS. Who else did you confer with?

Mr. POTTER. I think that is all.

Mr. THOMAS. Do you not recall conferring with someone about 2 weeks ago?

Mr. POTTER. I think I did.

Mr. THOMAS. Did you confer with any of our investigators or counsel?

Mr. POTTER. No, I did.

Mr. THOMAS. Very well. That is all I have.

The CHAIRMAN. What was the tenor of the remarks, the conference you had with the chairman?

Mr. POTTER. I told the chairman I was concerned that this investigation was being made under the circumstances at this time; that I felt it might interfere—might have a bearing upon the renewal of the Price Control Act before Congress, and I felt that it probably

would be better if it could be postponed and not be involved in any way in the operation of the price-control bill.

Mr. ADAMSON. On that point, did you ask me at any time——

The CHAIRMAN (interposing). Just a minute, Mr. Adamson. He is talking about his conference with the chairman.

Mr. ADAMSON. I beg pardon.

Mr. POTTER. I never have talked with you save over the phone, Mr. Adamson.

The CHAIRMAN. What did the chairman tell you with respect to it?

Mr. POTTER. He told me the thing should not be postponed.

The CHAIRMAN. The chairman told you the hearing had been ordered by resolution of the committee, and the chairman was powerless to change it?

Mr. POTTER. Yes, sir.

Mr. THOMAS. You did confer with the counsel, though, over the phone?

Mr. POTTER. I talked to him a number of times. I don't think I ever made any request of that kind.

The CHAIRMAN. Did the chairman refer you to counsel?

Mr. POTTER. I do not think so.

The CHAIRMAN. I think you are in error on that. I told you that—this may be considered as under oath—I told you counsel was in charge of the investigation and that it would be better to talk with him than with me about any adjustment of the period of the hearing.

Mr. ROBINSON. What are you going to do now, start an investigation of the committee?

Mr. THOMAS. What I am leading up to is another point that will come out when the next witness comes on, and you will understand what I was driving at. I did not realize that he had conferred with all you gentlemen. I am sorry about that.

Mr. ROBINSON. I will be responsible if you want to ask me.

Mr. THOMAS. No; I did not know he had conferred with so many people. I was trying to find out whether he conferred with another person.

Mr. BONNER. I think my name has been mentioned here. Mr. Potter did come to my office, and I told him I knew nothing about it, and I have been here 2 days now and I still know nothing about it. I don't think anyone else does.

But some certain few know something about it. I surely have wasted 2 days here if I have not got something in my mind that I can connect all this stuff with.

Mr. THOMAS. Mr. Bonner, you voted for this hearing?

Mr. BONNER. Never heard of it.

Mr. THOMAS. Didn't you vote to have the hearing?

Mr. BONNER. Well——

The CHAIRMAN (interposing). This is all out of order, gentlemen. The gentleman from North Carolina is not subject to questioning from other members of the committee. He has a right to make his statement since his name has been mentioned, and it is not in order for any other member of the committee to question whatever he says in his statement.

Mr. THOMAS. Mr. Chairman, I am sorry that the answers to the questions did include you gentlemen. I never realized anything like that.

What I am driving at is this——

The CHAIRMAN. The chair is not asking any sympathy in the matter. I have nothing to apologize for.

Mr. THOMAS. I understand he got in touch with one of our investigators.

Mr. ROBINSON. I would like to make this statement, Mr. Chairman. About 2 weeks ago, Mr. Potter spoke to me about this and told me he thought it might interfere with OPA. I told him I thought it might do so also, and I thought it should be continued for a couple of weeks, and I think so now.

If there is any question about it, I think it should be continued now. And so far as Mr. Thomas asking if we did not order this investigation, I want to tell him definitely that I had nothing to do with ordering it.

Mr. THOMAS. You voted for it—you voted for it twice.

Mr. ROBINSON. I did not vote for it. I have been sitting around here for 2 days to find out what it is all about, and yet I do not know what it is about.

Mr. MURDOCK. My name has not been mentioned. In connection with this, Mr. Potter did not consult with me, but if he had, I should have been sure to suggest that these hearings be postponed.

Mr. POTTER. I went to see you, sir, but you were out of your office. [Laughter.]

Mr. MUNDT. Mr. Chairman, I would like to ask a question while we are in this good, jolly mood. I would like to ask Mr. Potter how it happens that as the official liaison officer of the OPA, in conducting the business of his office, he simply goes around and talks to Democratic members of the committee. He didn't come to see any Republicans at all.

Mr. POTTER. Well, sir, if he—if you want to have an explanation of that, I should be glad to give it.

Mr. MUNDT. I would like to have it.

Mr. POTTER. I looked over the voting record of the members of the committee on legislative matters favorable to or against price control, and I consulted the members who had voted favorably to price control because I noticed that some of the others voted against us on every step of the bill.

Mr. MUNDT. You must not have looked up my record, because I happen to have voted for OPA.

Mr. POTTER. Well, I apologize. [Laughter.]

Mr. MUNDT. I am glad you did not come to me. I don't believe in having officials come in trying to tell us what to do, and if anybody on the part of OPA had come to my office, you would not have received very friendly reception. But I wondered how I happened to be missed. I thought you were the liaison officer between OPA and all Members of Congress, not just Democratic members of Congress and the OPA.

Mr. POTTER. Well, sir, I happen to be a registered Republican myself, but I am very much interested in inflation control. I believe in it thoroughly and I was trying to serve that interest, sir.

Mr. MUNDT. So am I. I voted for OPA.

The CHAIRMAN. Any further questions of Mr. Potter?

Mr. ADAMSON. For the information of all the members of the committee, Mr. Potter I will ask you why you never requested any adjournment of these hearings through me, did you?

Mr. POTTER. No.

Mr. ROBINSON. What difference does that make?

Mr. POTTER. I talked to the Chairman. I thought he was the proper person to talk to.

The CHAIRMAN. Is that all, Mr. Adamson?

Mr. ADAMSON. That is all I have.

The CHAIRMAN. All right, Mr. Potter.

Mr. POTTER. Yesterday the question was raised about the suitability of Standard Brands, Inc., financing a show of this type for the Government and I called attention to the activities——

The CHAIRMAN (interposing). Let me say this: This inquiry does not include the propriety of business organizations sustaining programs in the hands of the Government, so let us not go into that. It has no part in this hearing. This hearing is devoted to a single subject: Whether or not the broadcasts were of a subversive nature, and I wish we could get down to the heart of the subject and let us find out whether they were or not.

Mr. POTTER. Does that conclude with me?

The CHAIRMAN. Yes, Mr. Potter. Thank you.

The committee will adjourn until next Wednesday morning at 10 o'clock.

(Whereupon, at 11:20 a. m., the committee adjourned until 10 a. m. Wednesday, June 27, 1945.)

INVESTIGATION OF UN-AMERICAN PROPAGANDA ACTIVITIES IN THE UNITED STATES

WEDNESDAY, JUNE 27, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON UN-AMERICAN ACTIVITIES,
Washington, D. C.

The committee met at 10 a. m., Hon. John E. Rankin presiding.

Mr. RANKIN. The committee will come to order. The chairman had to go away on some other matter this morning and asked me to preside.

Mr. Adamson, you have some matters that you wish to take up this morning?

Mr. ADAMSON. Yes, sir. I would like to call Mr. McDavitt.

Mr. RANKIN. Mr. McDavitt, will you be sworn?

TESTIMONY OF GEORGE V. McDAVITT, INVESTIGATOR, COM- MITTEE ON UN-AMERICAN ACTIVITIES

(The witness was duly sworn by Mr. Rankin.)

Mr. ADAMSON. Mr. Chairman, I now have from the Civil Service Commission an official letter which I should like to read into the record, to save time. This is dated June 23, 1945, and reads as follows:

Pursuant to Mr. McDavitt's telephone request of Mr. F. W. Luikart, Chief of our Investigations Division, there is attached a copy of the report of investigation in the case of Mr. Max Mencher. Mr. Mencher is an employee of the Office of Price Administration in New York City. As Mr. McDavitt was advised by Mr. Luikart, the names of witnesses have been deleted from the report. Witnesses are referred to as confidential information of the Civil Service Commission.

Mr. McDavitt also requested information concerning Mr. Tex Weiner, another employee of the OPA in New York City. Our records show that he claimed December 28, 1912, as the date of birth in his civil-service papers. With regard to his education he stated that he attended prelaw night school at Temple University in 1932. The exact dates were not indicated and he did not claim graduation. He claimed that he attended National University for 3 years in day school from 1934 to 1937 and received an LL. B. degree. He also claimed to have attended the Dramatic Work Shop in 1939 and to have 1 year of playwriting seminar.

There is also attached a copy of the announcement for the position of program director in the Office of Price Administration under which Mr. Weiner was examined and rated. You will note that there are no educational requirements specified in the announcement. Therefore, the Commission did not verify his educational claim as a part of its examination. His educational claim would have been verified if his schooling had been within the 5-year period covered by the investigation or if it had been a requirement for the position.

If an applicant for a responsible position deliberately furnished misinformation to the Commission in the belief that by so doing he will enhance his chances of appointment, the Commission would rate him ineligible on character grounds. If the fact that such information had been furnished came to the Commission's attention subsequent to the applicant's appointment, we would normally require his separation.

The examination announcement does specify that applicants must have had 5 years of comprehensive and progressively reasonable experience in certain fields. Accordingly, the Commission's investigation was devoted to the establishment of Mr. Weiner's possession or lack of the experience requirements for the position and he was found to be qualified.

We hope that this furnishes you the information you want. If we can be of any further help, please let us know.

Then, annexed to that——

Mr. RANKIN (interposing). Who signed that letter?

Mr. ADAMSON. The letter is signed by William C. Hull, executive assistant. Attached thereto is a mimeographed advertisement, I suppose, or a circular, which describes the job in question. I wish to offer this as one of the exhibits for the record.

(The paper referred to, announcing an open competitive examination for the position of program director, was marked "Exhibit 13.")

United States Civil Service Commission, Recruiting Circular 2R-65, Form 57

OPEN COMPETITIVE EXAMINATION FOR THE POSITION OF PROGRAM DIRECTOR,
OFFICE OF PRICE ADMINISTRATION

Salary, \$2,800 a year, plus overtime pay

Overtime pay: The standard Federal workweek of 48 hours includes 8 hours of overtime. The increase in compensation for overtime amounts on an annual basis to approximately 21 percent of the part of the basic salary not in excess of \$2,900 a year.

FOR DUTY IN THE SECOND REGION

Comprising the States of Delaware, Maryland, New Jersey, New York, and Pennsylvania, and the District of Columbia. Regional Headquarters: New York City.

Closing date.—Applications will be received until the needs of the service have been met.

Duties.—Under the supervision of the regional information executive, is responsible for formulating plans for promotional programs of the Office of Price Administration and for the working out of details for the promulgation thereof, conferring frequently with various division heads in the agency as well as in other governmental, civic, and private organizations; is responsible for the preparation, on own initiative, of speeches and addresses for delivery by OPA executives, involving conferences with executives and the establishment of contracts with heads of other organizations in order to readily obtain pertinent data for speeches; writes radio addresses and prepares radio programs when representatives of the OPA are invited to participate; determines on own initiative, dates when a radio address by an OPA official would be propitious in the public interest, and makes plans for such broadcast; establishes and maintains good relations with the various broadcasting studios; organizes meetings and is responsible for the selection of the proper speaker, requiring close contacts with the various groups and with the numerous speakers available for outside speaking engagements; is responsible for the selection of the subject material to be incorporated in such public addresses and the subsequent preparation of the address.

Minimum qualifications.—Applicants must have had 5 years of comprehensive and progressively responsible experience in (1) writing or editing for a metropolitan newspaper, national magazine, news or information service operating on a national scale, college or university agricultural extension service, or Federal or State department or agency; or (2) radio broadcasting, including educational or informational radio work requiring the preparation or the supervision of the preparation of educational or informational radio manuscripts and the managing and broadcasting or recording for broadcasting of radio programs; or (3) advertising experience as a copy writer or account executive which must have been experience involving use of varied media; or (4) informational or public relations experience with such agencies as civic or governmental organizations or with public or private educational institutions; or (5) any combination of the above types of experience.

The experience offered to meet this requirement must have been of such scope and extent of responsibility as to demonstrate conclusively the ability to perform the duties of this position. Applicants must have demonstrated ability to meet and deal satisfactorily with the public.

Citizenship, age and physical requirements

1. Applicants must be citizens of or owe allegiance to the United States. Foreign-born applicants must furnish proof of citizenship.
2. There are no age limits for this position.
3. Applicants must be physically capable of performing the duties of the position and be free from such defects or diseases as would constitute employment hazards to themselves or danger to their fellow employees. Persons with physical handicaps which they believe will not prevent their satisfactory performance of the duties stated above are invited to apply.

General information

1. No written test is required. Applicants' qualifications will be judged from a review of sworn statements as to their experience, and on corroborative evidence secured by the Commission.
2. For appointments in the executive branch of the Federal Government preference is granted, under the act of June 18, 1929, to honorably discharged members of the armed forces of the United States, including members of the Women's Reserves of the United States Navy, Marine Corps, and Coast Guard; members of the Women's Army Corps created by Public Law 110, approved July 1, 1943. The widows of honorably discharged deceased veterans, and the wives of certain honorably discharged disabled veterans are also entitled to consideration for preference benefits.
3. Preference will be given in certification to eligibles residing in the area served by the second region office of the Office of Price Administration.
4. The department or office requesting list of eligibles has the legal right to specify the sex desired.
5. Appointments will be known as War Service appointments. Such appointments generally will be for the duration of the war and in no case will extend more than 6 months beyond the end of the war.
6. All salaries are subject to a deduction of 5 percent for retirement annuity.
7. Appointments in the Federal service are made in accordance with War Manpower Commission policies, directives, regulations, and employment stabilization plans. This means generally that persons employed in certain activities or occupations may be required to obtain statements of availability from their employers or from the United States Employment Service before they can be appointed. An offer of Federal appointment will be accompanied by instructions as to what steps the person must take to secure necessary clearance. Statements of availability should not be secured until an offer of appointment is received.
8. Inclusion of a position on this notice does not mean that vacancies exist for that specific position at present, but that vacancies in that and similar positions will be filled as they occur from applications on file.

How to apply

1. Applicants must file the forms and material listed below, all properly executed, with the Director, Second United States Civil Service Region, Federal Building, Christopher Street, New York 14, N. Y.:

A. Application Form 57.

B. Form 14 with the evidence it calls for, if applicants desire to claim preference because of military or naval service.

2. The necessary forms may be obtained at any first- or second-class post office in which this notice is posted, or from the Director, Second United States Civil Service Region, Federal Building, Christopher Street, New York 14, N. Y.; Third United States Civil Service District, Customhouse, Second and Chestnut Streets, Philadelphia 6, Pa.; Fourth United States Civil Service Region, Nissen Building, Winston-Salem 3, N. C.

The exact title of the examination, as given at the head of this recruiting circular, should be stated in the application form.

DIRECTOR, SECOND UNITED STATES CIVIL SERVICE REGION,
FEDERAL BUILDING, CHRISTOPHER STREET,
New York 14, N. Y.

United States Civil Service Commission—Closing Amendment to Recruiting
Circular 2R-64

NOTICE OF CLOSING DATE FOR RECEIPT OF APPLICATIONS FOR PROGRAM DIRECTOR,
OFFICE OF PRICE ADMINISTRATION

Salary, \$3,800 a year, plus overtime pay

FOR DUTY IN THE SECOND REGION

Comprising the States of Delaware, Maryland, New Jersey, New York, and Pennsylvania, and the District of Columbia. Regional Headquarters: New York City.

Closing date.—Applications will no longer be accepted for the position indicated above as of July 27, 1944.

Full particulars regarding the examination were furnished in the original recruiting circular 2R-64, issued April 19, 1944.

DIRECTOR, SECOND UNITED STATES CIVIL SERVICE REGION,
*Federal Building, Christopher Street,
New York 14, N. Y.*

Mr. ROBINSON. Mr. Chairman, I don't see the purpose of that. I am going along with making a record, but I can't see the purpose of this record. I can't see that it would have any effect on this investigation.

Mr. RANKIN. It has already been read.

Mr. ROBINSON. And having had it read——

Mr. RANKIN (interposing). It is already in the record. The stenographer has been taking it down.

Mr. MUNDT. What is your objection, Mr. Robinson?

Mr. ROBINSON. I would like to sometime or other get something connected with something. I thought what we were examining was someone for un-American activities, not to see whether the Civil Service Commission was passing on somebody's application for a job, or something of that sort.

Mr. ADAMSON. Mr. Chairman, I will withdraw the offer of the letter and merely offer the circular, which describes the job officially which Mr. Weiner holds.

Mr. ROBINSON. I think that is superfluous. There is no question about what job he holds, is there?

Mr. RANKIN. You object to that going into the record?

Mr. ROBINSON. I don't want to make any objection, but I do think we ought to sometime get down to finding out what this is all about.

Mr. RANKIN. I thought that was what counsel was doing.

Mr. ROBINSON. If that is what it is about, then we haven't any jurisdiction in the matter. We are not an examining committee to see whether he passed a civil-service examination properly, or whether he was properly admitted to the job or anything of that sort. That has nothing to do with un-American activities.

Mr. ADAMSON. This will show that this man had falsified in his civil-service application. Certainly to my mind that would go a long way toward at least weighing his qualifications in the first instance.

Mr. ROBINSON. The Civil Service passed on his qualifications, as I understand it. He may be the poorest kind of a radio operator in the world, but it is not our concern.

Mr. PETERSON. He might be engaged in un-American activities.

Mr. ROBINSON. The question is whether or not he did something that was subversive and un-American.

Mr. RANKIN. I think counsel contends this is laying the foundation.

Mr. ROBINSON. All right; I will be patient.

Mr. RANKIN. My Supreme Court once said:

Trifles light as air may be fraught with deadly meaning when taken in connection with the facts and circumstances in a given case.

So I am going to admit that statement, the letter, to the record. The letter has already been read into the record by counsel. All right, Mr. Adamson.

Mr. ADAMSON. Mr. McDavitt, before we get into the case of Mr. Weiner—

Mr. RANKIN (interposing). It might be a good idea for counsel to state to the committee what he is attempting to establish. That is what the gentleman from Utah had in mind.

Mr. ADAMSON. Mr. Chairman, at the last hearing, which you will recall was stopped early in the day, due to the fact that the House was meeting at 11 o'clock, Mr. Woolley, of the New York regional office, testified that he had no power to discharge employees. I would like to ask Mr. McDavitt one question on that subject, due to a development that has come up since the last hearing, and has been communicated to our office; therefore I think we have to take some notice of it.

Mr. McDavitt, did you hear Mr. Woolley testify at the last hearing?

Mr. McDAVITT. That I did.

Mr. ADAMSON. Did you hear Mr. Woolley say that he had no power to discharge employees in the regional office?

Mr. McDAVITT. Yes, sir.

Mr. ADAMSON. Can you tell us what happened the day following Mr. Woolley's appearance here?

Mr. McDAVITT. The following morning he discharged—or the following afternoon he discharged Mr. Paul A. Ross, who is the regional enforcement attorney in charge of enforcement for the five States under region 2.

Mr. ROBINSON. What has that got to do with this? Suppose he discharged the whole outfit?

Mr. MUNDT. To me it makes a lot of difference whether he is telling the truth or not. If he tells one thing in the morning and it is made out a lie in the afternoon, I am interested in it.

Mr. RANKIN. It means this, Mr. Robinson: If there is anyone on the pay roll of this organization that is guilty of un-American activities, the gentleman has the same right to discharge him that he had to discharge other employees, and I suppose that is what counsel is bringing out.

Mr. ADAMSON. I understood Mr. Woolley took the position at the last hearing that even if he did know about some activities of Mr. Weiner that he didn't like, he could not fire him anyway. Now, I think he stated that very clearly in the last hearing. He said the reason he couldn't take the step to cure the trouble was because of the Civil Service regulations, that he had no power to discharge him.

Mr. RANKIN. All right, go ahead.

Mr. ADAMSON. Now, Mr. McDavitt, had you attempted to verify the statements which were made by Mr. Weiner in connection with his application for employment by the regional office in New York of the OPA?

Mr. McDAVITT. I have.

Mr. ADAMSON. Have you contacted Temple University?

Mr. McDAVITT. I did.

Mr. ADAMSON. Did Temple University tell you that they had ever had a student by the name of Tex Herman Weiner, born in December 1912?

Mr. McDAVITT. Temple University stated that as far as their records indicated, they never had had a student by the name of Tex Herman Weiner; they did have a party by the name of Herman Weiner. However, this fellow was born July 4, 1906.

Mr. RANKIN. Apparently a different man.

Mr. McDAVITT. That is right.

Mr. RANKIN. Now, on the question of his degree at National University, where is the main office of National University?

Mr. ADAMSON. Have you visited that main office?

Mr. McDAVITT. I have.

Mr. ADAMSON. Tell us what the record that you inspected there showed in regard to Mr. Weiner.

Mr. ROBINSON. Mr. Chairman, I don't like to be obnoxious, but in the first place this is——

Mr. RANKIN (interposing). Now, let me say to the gentleman from Utah, we are operating under the rules of the House, and in this investigation we are trying to proceed under the rules of evidence.

Mr. ROBINSON. This is not evidence.

Mr. RANKIN. And if the gentleman from Utah wants to object to any of this, any testimony that is offered, or if any other member of the committee wants to object to any testimony offered, he may do so and I will rule on his objection, but I don't see any reason for carrying out a prolonged argument on the proposition. If this man had falsified in order to get on the Federal roll, I think that is proper and material to the question involved.

Mr. ROBINSON. If he had falsified, but I think that before we—my point is that this is not evidence that he falsified. We have got to bring the evidence, the records themselves, here.

Mr. THOMAS. Mr. Chairman I prefer that Mr. McDavitt testify. I want to ask the witness a couple of questions.

Did anyone get in touch with you and ask you to stop this investigation, Mr. McDavitt?

Mr. McDAVITT. Do I have to answer?

Mr. RANKIN. You are supposed to.

Mr. McDAVITT. Yes.

Mr. ADAMSON. Tell them all you know, Mr. McDavitt. You are under oath. Tell him everything you know.

Mr. McDAVITT. Yes.

Mr. THOMAS. And did they in their conversation with you offer any sum of money in order to get you to stop the investigation?

Mr. McDAVITT. They spoke of a sum of money, \$5,000, referring to my financial status, asking me how I was doing, and that \$5,000 was a lot of money. They didn't stop there. I said, "I am not interested in any stipend of that size for any purpose whatsoever." In the beginning I thought that somebody was merely calling me to have a joke. That is the way I treated it, and after I treated them rather coolly, they said "We will smear your face so your wife won't know you."

Mr. RANKIN. Mr. McDavitt, before you go any further, was that since you have been employed as an investigator of this committee?

Mr. McDAVITT. That was approximately 3 weeks ago at this time. They referred to the investigation.

Mr. ROBINSON. Who is "they"?

Mr. McDAVITT. I received a telephone communication and the conversation ran in this manner: "Are you Mr. McDavitt who has been investigating down at OPA?" To which I said "Yes." I said "Who is calling?" They said "This is a friend of yours. I understand that you have had previous relations with the Office of Price Administration." I said "That is true." They said "Well, you know how to handle things like that. You can hold this report up for a few days. You can change the material in it. You know \$5,000 is a lot of money." I said "I don't understand what you mean." He said "Well, I think you do."

Mr. THOMAS. Mr. Chairman, I bring this matter up to point out that the enemies of this committee and the persons who are trying to stop this investigation will stop at absolutely nothing; therefore I am in favor of going through and bringing out every bit of evidence that we can possibly touch upon. Everything is relevant in this case.

Mr. RANKIN. Go ahead and answer the question.

Mr. McDAVITT. There are other things said which I do not recall verbatim, but I do remember that on toward the end he said "We will smear you so your wife won't recognize your face." I still thought it was a joke and paid little attention to it until the night before the 20th of this month—that was the 19th—on that evening I met a Member of Congress, and that Member of Congress said: "I have been visited by an assistant of Mr. Bowles, who states that an investigator"——

Mr. ROBINSON (interposing). Let us have the facts. Tell us his name.

Mr. McDAVITT. Mr. Peterson. And he said: "I was visited today by an assistant of Mr. Bowles who stated that an investigator of our committee went out and proceeded to get two girls intoxicated and treated them in a deplorable manner."

Mr. PETERSON. I didn't say "intoxicated." I said took them out and had cocktails.

Mr. McDAVITT. That's right; and indicated that the processes employed by the investigator of this committee were incorrect and ungentlemanly, which of course they were not.

Mr. ROBINSON. You state the facts; we will draw the conclusions.

Mr. THOMAS. Let us get the facts, Mr. McDavitt.

Mr. RANKIN. When you say "Mr. Peterson" you mean Mr. Peterson of Florida here?

Mr. McDAVITT. Yes, sir.

Mr. RANKIN. There are two Petersons in the House.

Mr. McDAVITT. This was Mr. Peterson of Florida.

Mr. ADAMSON. He is sitting right here looking at you now.

Mr. McDAVITT. That's right. It so happens that the last night that I was at the Office of Price Administration——

Mr. ROBINSON (interposing). Let us get this straight now. In other words, you say that Mr. Peterson told you that you——

Mr. McDAVITT (interposing). No, sir. I didn't say that—that an investigator from the committee.

Mr. ROBINSON. That an investigator from the committee told him that you were the investigator that had two girls out?

Mr. McDAVITT. No; he said that an investigator from the committee had the girls out.

Mr. ROBINSON. Who was the investigator?

Mr. McDAVITT. I mentioned no names.

Mr. ADAMSON. Mr. Robinson, I would like to say for the record that the only investigator that I have sent down there to the OPA is Mr. McDavitt. To the best of my knowledge he is the only one. If another went down, he went down without my knowledge or instruction.

Mr. PETERSON. Maybe I can clear this. I meant Mr. McDavitt. An OPA man told me about it, and I said to Mr. McDavitt "Someone from OPA told me the other day that one of our investigators took a couple of girls home and intoxicated them." Then Mr. McDavitt kind of smiled and said, "I guess I was the one." But at that time I had no idea who it was.

Mr. ROBINSON. Do you have any idea now who it was?

Mr. PETERSON. Mr. McDavitt said he is the one.

Mr. ADAMSON. He is the only investigator we have.

Mr. PETERSON. I didn't know who he was talking about, but he said it was he. Then he related his side of it.

Mr. THOMAS. Who was the man from the OPA?

Mr. PETERSON. Mr. Potter.

Mr. ADAMSON. I think Mr. Potter mentioned Mr. Peterson's name the other day.

Mr. PETERSON. I think probably he was making a mountain out of mole hill. This came up about the time the legislation was coming up, and he thought it might embarrass the legislation. Then he said one of our investigators he found had intoxicated a couple of girls and took them home, and I said, "Well, what is all this about?" And the investigator shrugged his shoulders and said, "The bill is coming up." I happened to meet Commander Nicholas and Mr. McDavitt as I was walking down to have supper, and they were coming this way, and I just smiled and told them that. I never thought it was of any great consequence, up to then they were telling the fact that they were having cocktails with the girls. Then they shrugged their shoulders and said, "The bill is coming up." Then Mr. McDavitt smiled and said, "I was the one." Well, I didn't know you were the one at the time.

Mr. ADAMSON. For your information, Mr. Peterson—I think you were not present at the last hearing when Mr. Potter testified?

Mr. PETERSON. No; I was not there. I had another meeting.

Mr. ADAMSON. In answer to my question he stated very frankly that he had not asked me for any adjournment of any of these hearings.

Mr. PETERSON. He didn't ask me for an adjournment.

Mr. ADAMSON. My thought is we are chasing off on a lot of immaterial matters. Every member of this committee this morning has other committee meetings, and if we can just get the gist of the thing that is what we want. We are losing a lot of time running around on immaterial things.

Mr. THOMAS. My reason for bringing up the question was to show that all kinds of stumbling blocks have been put in the way of this investigation.

Mr. PETERSON. That is true in all investigations. You can always expect that.

Mr. THOMAS. I didn't want to take it lying down. I just wanted to show them we mean business.

Mr. PETERSON. That is true in all kinds of investigations. The man that is investigating is, as a rule, handicapped.

Mr. MUNDT. I can't think of any better way to make progress than to let the witness testify.

Mr. PETERSON. They brought my name into it, and I wanted to make that statement.

Mr. ADAMSON. Mr. Potter, I think, is the gentleman who dragged your name into it originally, Mr. Peterson, at the last hearing.

Mr. PETERSON. Yes. I was not there. I don't know what he said, but he came to my office and tried to indicate that this thing was coming up because the bill was coming up.

Mr. ADAMSON. I think that is what he said, in substance, in his testimony, that he went to see several Members and told them that this might impede or interfere with consideration of the OPA bill.

Mr. McDavitt, you said you went to the main office of National University and inspected their records regarding this student, Tex Herman Weiner?

Mr. McDavitt. That is right.

Mr. ADAMSON. And they permitted you to look at the records, did they?

Mr. McDavitt. They did.

Mr. ADAMSON. Do the records show that Tex Herman Weiner received an LL. B. degree or any other degree from that university?

Mr. McDavitt. The records show that he did not graduate, that he did not receive a degree. And there were three reasons for that. He did not attend sufficient terms—he was supposed to attend nine and he attended eight. The second one was, he never certified to them that he graduated from high school, and the third was that he owed tuition for two of the years, \$350, which he had never paid.

Mr. ADAMSON. So that, so far as his statements concerning the LL. B. are concerned, that is untrue?

Mr. McDavitt. It is inaccurate.

Mr. ADAMSON. Now, Mr. McDavitt, have you contacted employees of the OWI and the OPA here in Washington?

Mr. McDavitt. I have.

Mr. ADAMSON. And one of the statements made on Mr. Weiner's employment application was that he had previously been employed by OWI. What have you to say with regard to that statement?

Mr. McDavitt. Investigation of the records by the Office of War Information failed to reveal that Mr. Weiner had ever been employed by them; and further, his superior, a man by the name of Newman, the records also were inspected, and they found no employment under that name either for Mr. Newman.

Mr. ADAMSON. Have you talked with persons both in New York and in Washington who have been in contact and have done business with Mr. Weiner?

Mr. McDavitt. I have.

Mr. ADAMSON. I believe you told me that you had contacted a woman in New York who had been closely associated with Mr. Weiner in business. Is that correct?

Mr. McDAVITT. That is true.

Mr. ADAMSON. And what did she tell you concerning Mr. Weiner's political activities and his declaration concerning his political beliefs?

Mr. McDAVITT. I contacted a Mrs. Blanche Talbot of New York City, who during the years 1942 and 1943 had some relationships in a professional way with Mr. Weiner. She is an agent's playwright. Authors of plays bring her script and then she proceeds to put them on the market, or tries to sell the script for the office. One of the scripts which Mr. Weiner furnished Mrs. Talbot to promote for him—

Mr. ADAMSON (interposing). Wait just a minute, Mr. McDavitt. Let's get one important point. Did this lady tell you that Mr. Weiner openly and notoriously declared himself to believe in the Communist political faith?

Mr. McDAVITT. He was consistently promoting communistic ideas. He also brought consistently literature of a communistic nature, and said:

Some day I will be a big man in this country and I will probably be Ambassador to Russia.

Mr. ADAMSON. And did he openly declare to her in the presence of other people that he adhered to the Communist principles?

Mr. McDAVITT. He had on many occasions stated that he believed in the communistic ideas and communistic form of government.

Mr. ADAMSON. Now go ahead where you left off.

Mr. McDAVITT. On one particular script which he furnished Mrs. Talbot to promote for him, she described it as shocking and filthy, and she informed him that she would have nothing to do with this type of script. At that particular time reference was made to the Bible, and Mr. Weiner said—I have the quotation here—Mrs. Talbot said she was a firm believer in God, and that such script was contrary to her convictions, to which Mr. Weiner replied:

Well, take the Bible, for instance, of which you have previously spoken. That book is the dirtiest, most immoral book ever written, and there are no clean women in it.

This conversation so infuriated Mrs. Talbot that she began to see less and less of Mr. Weiner, and from that time on they broke off relations.

Mr. ADAMSON. Now, Mr. McDavitt, coming back here to Washington, have you talked with anyone in the OWI concerning Mr. Weiner's communistic beliefs?

Mr. McDAVITT. I have spoken with the executive publicity director of OWI.

Mr. ADAMSON. And did he tell you in substance the same thing about Mr. Weiner?

Mr. McDAVITT. He stated that his feeling during his relationship with Mr. Weiner, which extended back over several years, was that Mr. Weiner's ideas were to the left definitely, and troublesome on many occasions.

Mr. ADAMSON. Is it true that you have talked with quite a number of the OPA employees who have charged particularly—

Mr. RANKIN. What is that question?

Mr. ADAMSON. You have talked with many employees of the OPA, not OWI, here in Washington; these people have charge particularly of these radio scripts? Is that true, Mr. McDavitt?

Mr. McDAVITT. That is true.

Mr. ADAMSON. And who are the people down there with who you have talked, who have charge of these duties, to censor these scripts or edit them, whatever they call it?

Mr. McDAVITT. The first day I went there I met Mr. Herbert Little, in charge of publicity. I told him that we had had some complaint in respect to the program, and he said that—

Due to the fact that I have only been here since January of this year, I would like to have you talk with Miss Daubinspeck, who is in charge of the radio script clearance office.

Miss Daubinspeck was brought in, and from that time on most of the information was secured through the cooperation of Miss Daubinspeck in respect to the programs.

Mr. ADAMSON. Has the office here in Washington, the OPA Office, been cooperative and accommodating in dealing with you?

Mr. McDAVITT. They have been very decent and very cooperative and very fine.

Mr. ADAMSON. And you have experienced no delay and no interference, so far as the subordinate employees are concerned in the OPA office here?

Mr. McDAVITT. None whatsoever.

Mr. ADAMSON. Can you tell us briefly—

Mr. RANKIN (interposing). I don't understand that this is any investigation of the OPA.

Mr. ADAMSON. No; I just wanted to show—

Mr. RANKIN (interposing). This is an investigation of an individual who is alleged to be subversive.

Mr. ADAMSON. Well, I think that question is necessary, Mr. Chairman, for this reason: These people have made available to Mr. McDavitt their files and have shown him their criticisms and comments against Mr. Weiner on this very point of his radio scripts, and I wanted to make it clear that Mr. McDavitt did not obtain those papers by any unfair methods. They have cooperated fully and shown them to him.

Mr. RANKIN. That bears out what I have said. Someone said a while ago that it has been charged that this investigation was to affect the bill pending in Congress. Not only it is not for that purpose, but it has no effect on it whatsoever. As I understand it, we are investigating individuals who are alleged to be subversive, whose activities are alleged to be subversive.

Mr. ADAMSON. That is right. It seems to me we are commending the subordinates of OPA here, Mr. Chairman, instead of condemning them.

Mr. RANKIN. That is right.

Mr. ADAMSON. Mr. McDavitt informs me that they have given him every cooperation down there, everything below Mr. Potter's office.

Mr. RANKIN. I agree with that, but I wanted to make clear what this investigation is for.

Mr. ADAMSON. Now, Mr. McDavitt, have they allowed you not only to read Mr. Weiner's script since he was employed by OPA, but have they also arranged for you to listen to the electrical transcription of these plays as they were put out over the radio?

Mr. McDAVITT. Yes; they have.

Mr. ADAMSON. And you have compared them?

Mr. McDAVITT. I have.

Mr. ADAMSON. Now, going back to his statement about the Bible, I believe you called my attention to a remark in one of his scripts about the Bible. Have you got that handy there?

Mr. McDAVITT. In one of his earlier scripts, a program in respect to hotel and rooming-house operations under the regulations, it is necessary for the proprietor of the establishment, or an employee, to hang in each room the price for that room, either single or double, and during the script it ran something like this: "Where will we hang this?" The reply in the script "Put it in the Bible. Nobody looks in there."

Mr. ADAMSON. All right. Now, let us get onto—

Mr. ROBINSON (interposing). Is there anything un-American in that?

Mr. ADAMSON. We don't know. We submit that to the committee merely for the purpose of hooking up with the criticism that this woman in New York who was formerly associated with him had made.

Mr. McDAVITT, did you talk with a gentleman down in OPA by the name of Van Brunt?

Mr. McDAVITT. I did not talk with Mr. Van Brunt. I merely reviewed his criticisms of the various scripts which Mr. Weiner had sent to the Washington office for clearance.

Mr. ADAMSON. Can you tell us what Mr. Van Brunt does down there?

Mr. McDAVITT. Mr. Van Brunt's specific position is that of liaison executive between a specialized group, such as the food group, and the planning department or the broadcasting for publicity department. He is supposed to be a specialist, and he is supposed to be able to read a script and set forth whether the script is within the bounds of the regulations and within the objectives of the Administration.

Mr. ADAMSON. And this whole memorandum was in the file which was exhibited to you at the OPA office?

Mr. McDAVITT. Yes, sir.

Mr. ADAMSON. What was the date of that particular program?

Mr. McDAVITT. I think this one was February 12, 1945.

Mr. ADAMSON. And did they have another one on February 26 that Mr. Van Brunt criticized?

Mr. McDAVITT. Yes.

Mr. ADAMSON. Would you read the pencil memoranda written by Mr. Van Brunt in connection with that program?

Mr. McDAVITT. This is a memorandum directed to the script clearance office, and it starts out:

Again! The whole tone of this script is bad, negative, ugly. Moreover, it doesn't prove anything except, perhaps, that the OPA is a Gestapo organization. Why can't they get really constructive, educational stories into these programs, and a tone that spells good will for OPA, instead of this negative approach? To take the same tone as the script, if this depends on my O. K. "It ain't got it nohow."

Mr. ADAMSON. What did the OPA and the OWI employees tell you with regard to the transmission of Mr. Weiner's scripts to them for approval, with regard to the time element?

Mr. McDAVITT. They have had, ever since Mr. Weiner has been associated with the Office of Price Administration, continual difficulty with him in getting his script to OWI and to OPA for clearance.

Two days is considered a proper time, due to the fact that after they receive the script they must refer it to such men as Mr. Van Brunt, to see if the script is authoritative, to see if it is telling the truth, or if it is distorting the facts, and if it is in line with the specific program. Instead of that, Mr. Weiner's scripts have been arriving the day of the broadcast, and in one instance the day after the broadcast, and in another instance the OWI script clearance offices had to call the day of the broadcast for the script, and at that particular time Mr. Weiner stated that he had forgotten to send the script.

In April of this year the situation became so serious that Miss Daubinspeck, of OPA, practically refused to have any further conversation with Mr. Weiner, and they arranged to have the clearance then done through the OWI with Miss Turner. Miss Turner did business with Mr. Weiner for 7 weeks and reached the same point that Miss Daubinspeck had, she no longer desired to talk with Mr. Weiner, because he was a person that no one could talk or reason with. During the period that Miss Turner was receiving script, she also received script the day after the program. She had to call for the script on the day of one program, and she never in her period of history with Mr. Weiner received a script previous to the day of the broadcast, which makes it almost impossible for them to clear the script properly so that it can go over the air at 6:15 at night.

Mr. ADAMSON. Now, I suppose you spent a good many hours reading and listening to these scripts?

Mr. McDAVITT. Considerable time.

Mr. THOMAS. May I ask a question there? I understand you are not just referring to the script of the broadcast *Soldiers With Coupons*? You are also referring to all the scripts?

Mr. McDAVITT. I am referring to *Soldiers With Coupons*, which has been the production and writings of Mr. Weiner from the beginning.

Mr. THOMAS. They have always been practically the same thing as *Soldiers With Coupons*?

Mr. McDAVITT. Yes. Since May of last year they do have a program *Hasten the Day*, which has been broadcast through OWI and which OPA, I think, took over last September, which will run through August of this year. That program specializes in the feature *The Tucker Family*. There has been no criticism of it, and it has been perfectly acceptable to everyone.

Mr. ADAMSON. But Mr. Weiner did not write that one?

Mr. McDAVITT. No, sir.

Mr. THOMAS. Who did?

Mr. McDAVITT. Mrs. Gilsdorf, I believe, of Darien, Conn.

Mr. ADAMSON. Is it true that on the scripts that do arrive in time, or did arrive in time—

Mr. McDAVITT (interposing). There were none that arrived in time.

Mr. ADAMSON. Well, on the ones that they got in time to make editorial comments and mail them back to Mr. Weiner before the show went on, when you listened to the mechanical transcript of the program did you find that Mr. Weiner had observed the editorial instructions of the Washington office?

Mr. McDAVITT. Very often it appeared to have been ignored.

Mr. ADAMSON. He went right ahead and ran the play as he originally had written it?

Mr. McDAVITT. Yes.

Mr. RANKIN. And nothing was done about it?

Mr. McDAVITT. The employees of the planning program and publicity department have protested about the program from time to time, practically ever since its inception, had protested about it frequently, but apparently nothing was done about it, except I think that in February Mr. Woolley took exception to the deletions and criticized the national office for their criticism of the Soldiers With Coupons program.

Mr. ADAMSON. Mr. McDavitt, in order to save time, could you summarize Mr. Weiner's whole policy in his script by saying that his attitude is one of seeking to create prejudice and hate?

Mr. ROBINSON. I would like to have an example of that.

Mr. ADAMSON. We will give you examples, Mr. Robinson.

Mr. ROBINSON. I want to make that criticism myself. I don't want someone to make it for me.

Mr. ADAMSON. We can go through it the long way, Mr. Chairman.

Mr. RANKIN. As I understand it, you are attempting to show that this man's broadcasts were subversive and that he changed the broadcasts from the script submitted to the head office here in Washington.

Mr. ADAMSON. The ones that he did submit, Mr. Chairman, got here in time. In each case they were censored by the office here and he refused to recognize the censorship. He ran the objectionable material just the same.

Mr. RANKIN. It is contended that that objectionable material is subversive?

Mr. ADAMSON. Yes, sir. For example, the witness will point out to you here—I will try to have him take a typical example, so as to save time—that Mr. Weiner's whole effort seems to be directed against classes of citizens and not against violators of OPA regulations.

Mr. THOMAS. So far as that is concerned, we have got lots of time.

Mr. RANKIN. I am not trying to rush counsel. I was merely trying to get before the committee just what we are attempting to establish here.

Mr. ADAMSON. That is what we are driving at, Mr. Chairman.

Mr. McDavitt, you have a script there that Mr. Potter made some mention of in the last hearing, regarding rents. Will you tell us, for example, what passage typifies Mr. Weiner's attitude, and also tell us whether or not the Washington office ordered that deleted, and then tell us whether or not Mr. Weiner ran it just as he had written it in the first place?

Mr. McDAVITT. February 12, 1945, quotation:

Script: As often is the case, tenants do not have high powered lawyers to advise them, but they do have the OPA, which is their bulwark against violations.

This was criticized, due to the fact that the censor was of the opinion that it was not necessarily the truth, that it reflected upon honest people, and gave the impression that OPA had been created for poor people, instead of created to fight inflation.

Mr. ADAMSON. Now, go along to that statement about the landlords.

Mr. RANKIN. On that point, did he observe the direction of the head office to delete that from his script?

Mr. McDAVITT. There were two broadcasts on this, I believe, about 30 days or 45 days apart. In the original broadcast it was included. He used the script again at a later date, setting it forth as a new broadcast.

Mr. ADAMSON. And once he deleted it and once he ran it?

Mr. McDAVITT. I didn't hear the second record.

Mr. ROBINSON. What was the deletion?

Mr. McDAVITT (reading).

As often is the case, tenants do not have high powered lawyers to advise them, but they do have the OPA, which is their bulwark against violations.

Mr. ROBINSON. That is the way it was written?

Mr. McDAVITT. That is right.

Mr. ROBINSON. And what was deleted?

Mr. McDAVITT. It was not deleted.

Mr. RANKIN. The head office ordered it deleted?

Mr. McDAVITT. They criticized it.

Mr. ROBINSON. They criticized it?

Mr. McDAVITT. That is right.

Mr. RANKIN. Did they order it deleted?

Mr. ADAMSON. They took a pencil and marked around it.

Mr. ROBINSON. Did the office order that deleted, or what part of it?

Mr. McDAVITT. The entire thing.

Mr. ROBINSON. They ordered the whole thing deleted?

Mr. McDAVITT. That is right. But you see, they don't order a deletion; they just strike it out as not approved, and therefore it is not supposed to be used. There is no order that accompanies this at all. In other words, when it is stricken out, when it is criticized, it is not supposed to be used.

Mr. ADAMSON. Now, go down and read to the committee one of the statements about one of the expressions about landlords.

Mr. McDAVITT. I will have to look it up to find it.

Mr. ADAMSON. I believe that in that same text you are referring to there is a paragraph that was also censored, which indicts the landlord as a chiseler and a cheat. Is that correct?

Mr. McDAVITT. That is right.

Mr. ROBINSON. Let us have the language.

Mr. ADAMSON. Well, here is another one, Mr. McDavitt, in the same broadcast, the same script. There is a paragraph at the end of that script which I would like for you to read to the committee and tell the committee what happened to that one when it was transcribed—"The overwhelming majority of landlords."

Mr. McDAVITT (reading):

The overwhelming majority of landlords are patriotically cooperating with the OPA, and the few that try to evade the law make it harder for the landlords who play square with his tenants.

That was included in the paragraph which Mr. Woolley was to give at the conclusion of the program. However, that was in the original script which was returned to New York. It was deleted and not given out over the air and was not in the transcription. However, at the end of the program the announcer did give the name of the author, the name of the producer, and the name of each and every character in the program.

Mr. ADAMSON. So that one of the paragraphs that was approved, which you have just read here, was deleted from the program when it went out over the air?

Mr. McDAVITT. That is right.

Mr. ADAMSON. But he did include the paragraphs that were critical and detrimental to all landlords?

Mr. McDAVITT. Yes, sir.

Mr. ROBINSON. What does it say? You say "critical to landlords." Read it.

Mr. ADAMSON. If you can find that paragraph I want you to read it.

Mr. McDAVITT. On page 14 of the same script, the character is Harry and runs like this:

Harry: He is kidding. Listen, Tony, he can't increase the rent. There has been a rent freeze. No one can be put out if he pays his rent. That's OPA law.

This was censored, due to the fact that under certain conditions the landlord may increase the rent, and again under certain conditions other than the prompt payment of rent, a person may be put out of the premises. This paragraph tended to give the wrong impression.

Mr. ROBINSON. Was it deleted?

Mr. McDAVITT. I heard it.

Mr. ADAMSON. It was not deleted.

Mr. ROBINSON. Is there anything subversive about that?

Mr. THOMAS. You object to somebody drawing the conclusion?

Mr. ROBINSON. I will withdraw the question.

Mr. McDAVITT. The only thing is——

Mr. RANKIN (interposing). What we are going to investigate is un-American activities, and that is what I am waiting for him to develop.

Mr. ROBINSON. Go ahead.

Mr. RANKIN. What I am interested in is whether or not this individual, or any individual, under investigation, is guilty of un-American activities.

Mr. ROBINSON. I am both landlord and tenant, and I believe I can say the same thing that is said there and feel all right about it.

Mr. ADAMSON. Do you have photostats there of some of the transcripts that were censored?

Mr. McDAVITT. Yes.

Mr. ADAMSON. I would like to show to the committee the photostat of the form in which these scripts were sent back to New York. Mr. Robinson has brought up the point that he thinks there should be an order censoring them. Well, we don't know whether they ever issued any order, but that is how the stuff looked after they finished with it. [Indicating.]

Mr. RANKIN. And the records show how they performed.

Mr. McDAVITT. On page 11 is a transcription which was given to us as it had been broadcast and mailed to us.

Mr. ADAMSON. What is the date?

Mr. McDAVITT. It is dated May 15, 1925:

Sure thing, Joe. OPA was set up for little guys like you and me.

This was criticized, due to the fact that OPA was not set up for little guys but was set up with the objective of inflationary control.

Mr. ADAMSON. On the point of the general policy of this man Weiner, Mr. McDavitt, did you find that for quite a long time in his

scripts he made his opening statement to the effect that the OPA was set up to fight fascism?

Mr. McDAVITT. That is right.

Mr. ADAMSON. And did the OPA employees here in Washington ask him to change that to "inflation"?

Mr. McDAVITT. That had been a source of difficulty for some months.

Mr. ADAMSON. Did they ask him to change that to "inflation"?

Mr. McDAVITT. That is right.

Mr. ADAMSON. Did he change it?

Mr. McDAVITT. Not until a few weeks ago, when Miss Turner of OWI insisted that it had to be changed, after 3 months of squabbling.

Mr. ADAMSON. I offer these photostats, four in number, as exhibits for the record.

(The four photostats of a script on rent control were marked "Exhibit 14.")

EXHIBIT 14

WOOLLEY. * * * rent control came into effect. This step was taken by OPA to stabilize rents * * * to prevent inflation. * * * For the spiral of inflation was beginning to skyrocket in many defense-rental areas. It also became necessary to protect the occupancy of tenants * * * to safeguard their health and prevent indiscriminate evictions. Rent control has worked and the OPA has held the line on rents.

A great many landlords patriotically complied with all the OPA rent regulations. However, many tenants soon found themselves harassed by petty violations, threatened with illegal evictions and grafts by superintendents and landlords' agents. As often is the case * * * tenants do not have high-powered lawyers to advise them * * * but they *do* have the OPA * * * which is their bulwark against violations. To bring home what this means * * * let's take one of the cases in the files of the OPA * * * showing a typical American family and its rent problems. I'd like to tell you about the Genaro family. As our story opens (FADE) the Genaro family are saying goodbye to their friends. * * *

TONY. Hey, Harry!

HARRY. (Off mike:) Hyah Tony. Come on over. Hello Peg, all set for those wedding bells?

PEGGY. All set.

HARRY. What gives, Tony? What are you doing around here now? Sit down. Sit down.

TONY. Just came in to see if you could answer some questions.

HARRY. Shoot.

TONY. How good is rent control under the OPA?

HARRY. I'd say very good, Tony.

TONY. I see. * Here's the picture, the landlord asked for an increase of \$5 and threatens to put them out if . . .

HARRY. (Laughs.) Is he kidding. Listen, Tony, number 1—he can't increase the rent. There's been a rent freeze. Number 2—No one can be put out if he pays his rent. That's OPA law.

TONY. I see. Then how does the landlord get his nerve to pull a thing like that?

MAMA. Huh. More. Right now I'm paying \$47.50 a month.

IRVING. That's \$5.50 more a month than your Mr. Bolton is legally entitled to.

TONY. And he wanted a \$5 increase. What can we do about it?

IRVING. The OPA will see to it that your rent is reduced at once. You'll receive a refund or—if you wish—you can sue Bolton for treble damages.

MAMA. Treble damages.

IRVING. Yes, three times the amount of the overcharge. Which in this case is considerable. And I might add, if you don't sue, the OPA will.

TONY. We'll sue—don't worry about that.

(Music: Up and out.)

(Ad libs—laughter.)

TONY. And you should have seen Bolton's face as he handed Mom the money.

MAMA. \$140.

PEGGY. And the lecture Tony gave him.

WOOLLEY. Well, the Genaro family, with the aid of Tony, got their \$140 back and they now pay the legal rent. The Genaro's were able to solve their problem by going to their OPA area rent office and an unscrupulous landlord was dealt with by the OPA.

OPA has adopted a strong policy of instituting treble damage actions in rent overcharges as a means of preventing the slow and systematic draining of small amounts from the pockets of tenants. The reason for this is . . . rent is the second largest item on every family's budget. The OPA recognized this . . . and it became necessary to stabilize rents to prevent living costs from rising higher and higher in wartime.

Today, many of you are confronted with similar problems and many more that haven't been mentioned on this broadcast. You have a remedy . . . write or go to your area rent office.

The overwhelming majority of landlords are patriotically cooperating with the OPA and the few that try to evade the law make it harder for the landlords who play square with their tenants.

To date, only a small fraction of the registered dwelling units have had complaints filed against them.

Mr. McDAVITT. On page 8 of the same script we have the character Sam and the quotation on "How'd-ya like that?" He is referring to the landlord.

You won't paint. You won't fix nothing. You chisel on the heat, and now you want to raise the rent.

This was objected to, due to the fact that many landlords today are not in a position to get the fuel necessary, due to the shortages which everybody is aware of; and secondly, in respect, to paint, it is very difficult to get a man to do painting today.

Mr. ADAMSON. Now, he had scripts on various subjects. That was on rents. He had many scripts on clothing, food, and various items?

Mr. McDAVITT. Yes.

Mr. ADAMSON. And in your analysis of them do you find that each and every one contained material which was objectionable upon the same general grounds you have outlined?

Mr. ROBINSON. I object again. May we have the script?

Mr. ADAMSON. We can go through all of them if you want to, Mr. Chairman, but we will be here for 2 or 3 days if we do.

Mr. ROBINSON. There is no use just giving me your conclusions and this man's conclusions.

Mr. McDAVITT. These are photostat copies attached to the script. They are not my conclusions.

Mr. ROBINSON. But I looked over that other script and I can't see anything wrong with it. What is there wrong with this?

Mr. ADAMSON. What is this photostat here, Mr. McDAVITT?

Mr. McDAVITT. That is a photostat sent to the script clearance office, signed by Mr. McCloskey, who is in the department of program planning and liaison department between the clothing department and the publicity department, in respect to a program put on May 22, 1945.

Mr. ADAMSON. Will you read it?

Mr. McDAVITT (reading):

This is one of the best ways to build up for a damn big run I've yet seen. It does not make the point that there are reasons for the shortage. It does not make the point that there is enough to go around if we restrain buying. It does not make any plea for restraint or conservation. It does intimate that OPA has let prices go clear up to heaven. I'd vote to tell them nuts on the whole thing.

Mr. ROBINSON. That is the criticism that they make on his script?

Mr. McDAVITT. That is the criticism of the executive or liaison officers on the script applied to the national office for clearance.

Mr. ROBINSON. Apparently he didn't think much of the script, but where is the subversive part of the script?

Mr. McDAVITT. You want an answer to that, Mr. Chairman?

Mr. RANKIN. Yes. What we are trying to find out is whether or not this man has done anything that is subversive.

Mr. ADAMSON. I have cautioned the witness not to express opinions, and if he wants his opinion, though, I have no objection.

Mr. RANKIN. He can answer the question of the gentleman from Utah.

Mr. McDAVITT. An investigation of communistic propaganda at the present time necessitates going back to the history of NKVD.

Mr. ROBINSON. What I want to know is just what that script says that is subversive. You say he said things there that are subversive.

Mr. McDAVITT. I will show you the objective of the communistic propaganda and how it fits into such broadcasts as this.

Mr. ROBINSON. I am not interested in that. I am interested in these scripts, so far as I am concerned. That was my question. Of course, I am only one member of the committee.

Mr. RANKIN. I am interested in whether or not this whole testimony leads to anything that is subversive or un-American, or designed to overthrow this Government or change its form in violation of law and now if this is leading up to that, that is what we want to get, and we would like to get it too, as quickly as possible. If this material that you are furnishing, Mr. McDavitt, leads up to that, of course the Chair will bear with you, and I am sure the rest of the committee will.

Mr. McDAVITT. I might say this, that the people who today are disseminating the propaganda of a Communistic nature no longer can be identified as the propagandists of 10 or 15 years ago. They are approaching the subject today on a highly cultural basis. The reason they are doing this is because they found it has been more profitable to do it this way than to be the obtuse person who is going to jail and causing a great deal of difficulty. I have informants who have been employed and are employed by the NKVD, which is the educational school established in Moscow, to instruct people to go about in the world and bring about dissension and ridicule upon general industry or general types of people, general classes of people.

The subversive activities of this particular script lie in the fact that it tends to generally indict the landlord, generally indict industry, as a violator of law, and in that way it makes the person on the street antagonistic towards these various individuals, such as capitalists, industry, and such as a man who owns a piece of property. There has never been one of the scripts that has come to the defense of the citizens of the United States, of the landlords, of the industrialists, of the capitalists, who have abided by the law or who have tried to live within the regulations, despite how harmful it might be to him as an individual, or how much it might have cost him, so we cannot expect to find here that the man is going to come in and say "I am employed by the Communist Government and I am disseminating Communist propaganda." It is only the line that he is using and his instructions from NKVD, and the Moscow source of education, of which I have been well informed.

Mr. RANKIN. This is part of the technique of spreading propaganda. Is that your position?

Mr. McDAVITT. Yes, sir.

Mr. ADAMSON. Mr. McDavitt, let us look at one of the comments of the OPA office here. Look on page 2 of your memorandum and tell me if it is not true that they made the comment that you have just expressed here, "Aren't there any honest dealers?"

Mr. McDAVITT. That refers to the script on Monday, April 9, 1945, which was broadcast between 10 and 10:15 p. m., record No. 32. Subject: Prior Rationing.

Paragraph 5 of this script is as follows:

TONY. I go in Allen's gas station. Sure, he will sell me a tire, 10 bucks more than the ceiling price. The White garage same thing, too. And then Benton's. He'll sell me tires without OPA certificates, but at a price, I ask you.

Miss Elizabeth Barker, censor for the legal department, stated this should be struck out, and attached this note: "Aren't there any honest dealers? How about just letting them be out of tires, instead of violating the law?"

Mr. ADAMSON. In other words, the office here, Mr. Chairman, has seen this point all along and has protested against it. We are not condemning the OPA headquarters here. They have been trying to struggle against it.

Mr. ROBINSON. In other words, these people have been doing a good job?

Mr. ADAMSON. Mr. Woolley said he couldn't fire them.

Mr. ROBINSON. Because Washington objects?

Mr. ADAMSON. They said they couldn't fire them. You remember Mr. Bowles' testimony. In fact, it seems nobody can fire them.

The CHAIRMAN. You think it would take an act of Congress to remove them.

Mr. ADAMSON. Apparently so.

Mr. THOMAS. And that would be appealed to the Supreme Court.

Mr. MUNDT. If you tried to fire them.

Mr. McDAVITT. Do you want the War Production Board criticism?

Mr. ADAMSON. Yes, tell us what that memorandum states.

Mr. McDAVITT. This is attached to the clothing script and is a memorandum for the War Production Board:

WPB doesn't think script does just job of explaining clothing program. Doesn't think it serves very good purpose.

This particular script, with minor changes, was broadcast February 12. It is essentially a repeat.

Then there are specific WPB comments noted on pages 6, 7, and 13.

Mr. ADAMSON. That is the program that Mr. Woolley referred to when he said that while the program was first a little late for broadcast, it was repeated subsequently?

Mr. McDAVITT. That is right.

Mr. ADAMSON. And this memoranda refers to the second broadcast?

Mr. McDAVITT. The second repeat script.

Mr. ADAMSON. And it still condemns the script?

Mr. McDAVITT. Yes, sir.

Mr. ADAMSON. Now, Mr. Chairman, we can go through these things for hours here and they will all be about the same level. If you

wish us to go ahead, we can. We can also obtain the mechanical equipment and play the script for you.

Mr. THOMAS. Have you got the records of those broadcasts?

Mr. ADAMSON. The OPA office has them all, and has offered them to us. We intended to play them several days ago, but due to mechanical difficulties, OPA could not play them.

Mr. RANKIN. As one member of the committee I should like to hear them. I understand that the Communist Party, which broke up last summer like a joint snake, has now gone back together. There probably will be a realignment, and I am wondering if it is your contention that this is a propaganda line of the old Communist Party.

Mr. ADAMSON. Absolutely.

Mr. RANKIN. And it was the Communist Party that was originally dedicated to overthrow this Government.

Mr. ADAMSON. There is no mistake about that.

Mr. RANKIN. The overthrow of what they call the capitalistic economic system. That is the system of the ownership of private property. Is that what you contend that this all is?

Mr. McDAVITT. Yes, sir.

Mr. RANKIN. This is all driving to that end?

Mr. McDAVITT. That is right.

Mr. ADAMSON. Now, if we could agree on a day when several members of the committee could attend, we can arrange to have some of these records, or all of them, played for you. What day would you suggest, Mr. Chairman? I will make all the arrangements. We got all ready once and then the machinery failed.

The CHAIRMAN. Any time will be convenient to me, but I am chairman of a very important committee that is going to meet in executive session tomorrow on a very important bill.

Mr. ADAMSON. How would Saturday do?

Mr. RANKIN. Saturday morning would suit me all right. If that is all right with you gentlemen, we will meet at 10 o'clock Saturday morning. We will make arrangements for a committee meeting room.

Mr. ADAMSON. I think we can play them right up in our own committee room. They have a portable machine, if it works; if it doesn't work, we can go up to the radio room here. I will notify each member of the committee where you want to convene on Saturday morning at 10 o'clock.

Mr. RANKIN. Are you through for this morning?

Mr. ADAMSON. Yes, sir.

Mr. THOMAS. We want the records that refer to communism. There was a record broadcast about 3 months ago. Be sure you bring that up.

Mr. ADAMSON. We will bring that one. I think it will be better for you to listen to them and compare some of the scripts yourselves to see just what they are.

Mr. RANKIN. I want you to be able to identify them.

Mr. ADAMSON. We have them all.

Mr. McDAVITT. There may be some difficulty in identification, because some of the records that were sent in here are not necessarily identified. We may have to play them to find out which one they refer to.

Mr. ADAMSON. Maybe you had better go down and see Mr. Potter's office and mark some of them so we will have no trouble about identifying them.

Mr. ROBINSON. We don't want to be all the week with these records. Pick out the ones that you think are the worst.

Mr. ADAMSON. There are about half a dozen of them.

Mr. ROBINSON. Let us have the ones that in your opinion are communistic and subversive and un-American—especially the ones about Congress.

Mr. RANKIN. If there is no further testimony, the committee will stand adjourned until Saturday morning at 10 o'clock a. m.

Mr. ADAMSON. And the place will be selected as soon as I can arrange it.

Mr. RANKIN. Very well.

(Whereupon, at 11:20 a. m., the committee adjourned until 10 a. m., Saturday, June 30, 1945.)

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